

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:

6830-32 PAXTON CONDOMINIUM

VS

No. 06-0570

THE PEOPLES GAS LIGHT AND
COKE COMPANY

Complaint as to billings and/or
charges in Chicago, Illinois)

Chicago, Illinois

December 4, 2006

Met pursuant to notice at 10:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES :

MICHAEL C. KIM & ASSOCIATES, by
MR. ELIOT G. SCHENCKER,
19 South LaSalle Street,
Chicago, Illinois 60603,
appeared for Complainant;

MR. MARK L. GOLDSTEIN,
108 Wilmot Road,
Deerfield, Illinois 60015,
appeared for Respondent.

SULLIVAN REPORTING COMPANY, by
Teresann B. Giorgi, CSR

1		<u>I</u>	<u>N</u>	<u>D</u>	<u>E</u>	<u>X</u>	
2	Complainant's				Re-	Re-	By
3	<u>Witnesses:</u>	<u>Dir.</u>	<u>Crx.</u>	<u>dir.</u>	<u>crx.</u>		<u>Examiner</u>
4	Abner Williams	38	43	50	52		
5	Myrna Williams	55	90	100			104
6							
7	<u>Respondent's</u>						
8	Kay Staley	115	132	159	161		
9							
10		<u>E</u>	<u>X</u>	<u>H</u>	<u>I</u>	<u>B</u>	<u>I</u>
11	<u>COMPLAINANT'S</u>	<u>For</u>	<u>Identification</u>		<u>In</u>	<u>Evidence</u>	
12	1		41		Denied		
13	2		62		113		
14	3		71		113		
15	4		77		113		
16	5		78		113		
17	<u>RESPONDENT'S</u>						
18	1		31		169		
19	2		31		169		
20	3		31		169		
21	4		31		169		
22	5		31		169		

1 (Whereupon, Respondent's
2 Exhibits 1 through 5
3 were marked for
4 identification.)

5 JUDGE RILEY: Pursuant to the direction of
6 the Illinois Commerce Commission, I now call
7 Docket 06-0570. This is a complaint by
8 6830-32 Paxton Condominium versus Peoples Gas Light
9 and Coke Company as to billings and/or charges in
10 Chicago, Illinois.

11 Counsel for the Complainant, will you
12 enter an appearance for the record, please, stating
13 your name and address.

14 MR. SCHENCKER: Yes, your Honor.

15 Eliot Schencker, Michael Kim &
16 Associates, 19 South LaSalle Street, Chicago,
17 Illinois.

18 JUDGE RILEY: Thank you.

19 And for Peoples Gas?

20 MR. GOLDSTEIN: On behalf of Peoples Gas,
21 Mark L. Goldstein, 108 Wilmot Road, Suite 330,
22 Deerfield, Illinois 60015. My telephone number is

1 847-589-5480.

2 JUDGE RILEY: Thank you.

3 And at this point it's my
4 understanding that we are going -- the Complainant
5 wishes to proceed with their case in chief.

6 MR. SCHENCKER: I'm told that's the case.

7 JUDGE RILEY: All right, then, Counsel, I'll
8 turn it over to you.

9 MR. SCHENCKER: All right. A brief opening,
10 Judge.

11 JUDGE RILEY: Go ahead.

12 MR. SCHENCKER: Good morning, your Honor,
13 Counsel, ladies and gentlemen. This is a case about
14 a small condo association, six-unit owners,
15 6830-32 Paxton Condominium Association, who have
16 been mistreated in their minds by Peoples Gas Light
17 and Coke Company, a state charter, billion-dollar
18 public utility.

19 From November 8th, 2004 through
20 April 11th, 2006, the Association has paid every
21 bill issued to it by Peoples in a timely manner.
22 During this time, unbeknownst to the Association,

1 Peoples had been billing the Association based on
2 estimated meter readings, nonactual meter readings.

3 During that time frame you'll hear
4 testimony from the president of the Association,
5 Myrna Williams, her husband Abner Williams, that
6 Peoples was given a key to the basement of the
7 Association for access to the meter. That on, at
8 least, six occasions Peoples representatives
9 actually checked the meter, but the billing for the
10 time period reflected only estimates and not actual
11 meter readings.

12 On May 12th, 2006, Peoples decided to
13 take an actual meter reading at 6830-32 Paxton
14 Condominium Association. Immediately following this
15 reading a new bill was sent to the Association
16 refunding each and every one of the Association's
17 payments for the time period from November 8th, 2004
18 through April 6th and charging an additional
19 \$2782.17 for that time period.

20 This little association was unaware
21 that it had been charged for the estimated readings
22 during the time frame, based on the fact that its

1 utility bills were paid by a property management
2 company, which provides bookkeeping services.

3 They were surprised that none of the
4 actual readings taken by Peoples servicemen were
5 never used in the billing during that time period.
6 They were understandably upset that the big gas
7 company waited 17 months to use actual readings in
8 their billing. The Association complained to the
9 Company, but their complaint fell on deaf ears.

10 They were issued late charges on the
11 disputed amount. Notices of gas service termination
12 were placed on their door on both June 16th, 2006,
13 and July 19th, 2006, yet they never missed a payment
14 for current charges.

15 This has shaken the Association and as
16 a result the Association has continually called in
17 actual meter readings each month since that time so
18 the big gas company would have accurate readings.

19 Additionally, the Association wonders
20 what happened to the two keys that were mailed to
21 the big gas company. They told them the keys were
22 misplaced, yet the keys were used at one time by the

1 Company to gain access to the Association's meter.
2 If the keys cannot be found, the Association does
3 want confirmation of this from the Gas Company for
4 security purposes, so they can change their locks.

5 This tiny association has always made
6 its payments on time. In the process of disputing
7 this bill, the big company has decided it wants to
8 squish, quash any questioning of its billing
9 practices.

10 Even though it acknowledged in
11 September and October of 2006, the billings, that
12 the above time period was in dispute, as of the
13 November 9th, 2006 bill, the big gas company is
14 forcing the little association to pay a security
15 deposit of \$2252, even though we never missed a
16 payment or was never late on a payment. This action
17 by the Company is petty, especially in light of its
18 acknowledgment that the matter was in dispute and
19 its knowledge that this matter was set for hearing
20 on October 23rd, 2006.

21 The Gas Company also, coincidentally,
22 asked the Williams to acquire access to their

1 individual unit to replace their meter, while none
2 of the other unit owners in their association were
3 similarly asked for unit access.

4 \$3,000 additional amount sought by
5 Peoples is a tiny portion of the Gas Company's
6 billion-dollar business, yet it's a significant
7 amount to the tiny association, which has suffered
8 severe financial hardship and has to borrow money in
9 order to pay its gas bills.

10 As a result of its seeking a loan to
11 stay current with this utility bill, the Association
12 had to postpone unit improvements to its rear porch,
13 as a result of its other financial obligations.

14 The practice of using estimated bills
15 when actual bills should have been available is
16 totally unjustified and reprehensible. This
17 Association does not believe that a state charter
18 monopoly should treat its citizens this way. It
19 feels that this action is not the spirit of the
20 Illinois Commerce Commission's charter.

21 As such, the Association requests this
22 tribunal issue a ruling that it does not owe \$3,000

1 sought by Peoples Energy, including late fees for
2 this disputed amount. And force Peoples Energy to
3 rescind its unwarranted demand for a security
4 deposit.

5 The Gas Company had the means to get
6 actual readings, but chose instead to use estimated
7 readings. They should be bound by those estimated
8 readings. It's not fair to allow the Gas Company
9 its whim to forego the appropriate effort to get
10 actual readings and, then, turn around and stick it
11 to those unit owners who have to watch their dimes
12 and nickels and never missed a payment or paid late.

13 JUDGE RILEY: Does that complete your statement?

14 MR. SCHENCKER: I have concluded my statement.

15 JUDGE RILEY: Thank you.

16 Mr. Goldstein, did you want to make an
17 opening statement?

18 MR. GOLDSTEIN: I'll waive opening statements.

19 JUDGE RILEY: All right. Mr. Goldstein has
20 waived opening statement.

21 Counsel, I'm going to turn it back
22 over to you. And do you have evidence or a witness

1 you want to call?

2 MR. SCHENCKER: I do have two witnesses.

3 They're both present here. I would start with

4 Mr. Abner Williams and ask the court reporter to

5 swear Mr. Williams in.

6 JUDGE RILEY: I'll be doing that.

7 MR. SCHENCKER: Oh, I'm sorry.

8 (Witness sworn.)

9 JUDGE RILEY: Please proceed.

10 ABNER WILLIAMS,

11 called as a witness herein, and after having been

12 first duly sworn, was examined and testified as

13 follows:

14 DIRECT EXAMINATION

15 BY

16 MR. SCHENCKER:

17 Q Mr. Williams, will you state and spell your
18 name for the record, please.

19 A Abner Williams, that's spelled A-b-n-e-r
20 W-i-l-l-i-a-m-s.

21 Q Where do you reside, Mr. Williams?

22 A 6830 Paxton, Apartment 3A.

1 Q How long have you resided there?

2 A Since October of 1971.

3 Q Are you related to Myrna Williams, the

4 Board president of 6830-32 Paxton Condominium

5 Association?

6 A Yes, that's my wife.

7 Q What's your occupation?

8 A I'm retired from the Chicago Transit

9 Authority after 37 years, but I do the maintenance

10 for the 6830-32 Paxton Condos.

11 Q How long have you held this position?

12 A Approximately, 15 years.

13 Q In your capacity as the engineer at

14 6830-32 Paxton Condominium Association is one of

15 your duties to provide access to Peoples Energy to

16 the Association's gas meter?

17 A Yes.

18 Q Where is the gas meter located?

19 A The gas meter is located in the basement,

20 in the laundry room.

21 Q Between November 8th, 2004, through

22 April 11th, 2006, did you personally witness

1 Peoples Energy meter readers arriving at the
2 Association to check the Association's meter?

3 A Yes, I did, at least four times.

4 Q Did you speak with the meter readers on any
5 of these occasions?

6 A Yes, I did. And I asked them when were
7 they going to have someone to come by and scan the
8 meter so they wouldn't have to come in, and they
9 said they'd be doing it sometime soon.

10 Q Did they mention that they were there to
11 obtain the meter readings?

12 A Yes.

13 Q Now, did the meter readers use keys during
14 any of the visits?

15 A At least once, because I buzzed them into
16 the outer door and they had a key to get into the
17 basement.

18 Q How do you know that they used the keys?

19 A Because I came down and checked.

20 Q Did they tell you what the readings were on
21 any of these occasions?

22 A No.

1 Q On May 12th, 2006, did you allow
2 Peoples Energy meter reader access to the
3 Association's basement?
4 A What date?
5 Q May 12th, 2006.
6 A Yes.
7 Q And at that time did you see the
8 Peoples Energy meter reader use the key to gain
9 access to the basement?
10 A No. He claimed he didn't have a key.
11 Q Did you let him into the basement at that
12 time on that day?
13 A Yes.
14 Q And did he provide you with a meter reading
15 from that day?
16 A No.
17 Q I show you what's going to be marked as
18 Exhibit 1, Petitioner's Exhibit 1.
19 (Whereupon, Petitioner's
20 Exhibit 1 was marked for
21 identification.)
22 MR. SCHENCKER: Q Do you recognize this

1 exhibit?

2 A Yes, I do.

3 Q What is it?

4 A It's a notice from Peoples Energy that they
5 wanted to change my meter.

6 Q Do you know when this letter was sent?

7 A It was sent, probably, in September,
8 September 16th.

9 Q To your knowledge, did any other unit owner
10 of the Association receive such a letter from
11 Peoples Energy?

12 A No one else in the building did.

13 Q Now, Peoples Energy originally wanted to
14 come out on what dates?

15 A I had to call in to make an appointment.
16 And my appointment was October 23rd.

17 Q Did you have a conflict --

18 A I had a conflict with that because I had
19 another obligation. So, I had called in to get a
20 new date and that was confirmed for October 25th.

21 Q And did Peoples Energy arrive at your unit
22 on that date and time?

1 A No, they never came.

2 Q Did they ever call to contact you to
3 reschedule the appointment?

4 A No, they never called.

5 MR. SCHENCKER: That's all the questions I have
6 for this particular witness at this time.

7 JUDGE RILEY: That concludes your direct
8 examination?

9 MR. SCHENCKER: No, I'm also going to use a
10 second witness, as well.

11 JUDGE RILEY: No, I mean, your direct
12 examination of Mr. Williams.

13 MR. SCHENCKER: Yes, it does. It does, yes.

14 JUDGE RILEY: All right. Mr. Goldstein, do you
15 have any cross-examination?

16 MR. GOLDSTEIN: Yes, I do.

17 CROSS-EXAMINATION

18 BY

19 MR. GOLDSTEIN:

20 Q Mr. Williams, as I understand it the gas
21 meter is in the laundry room, which is in the
22 basement of the condo building?

1 A Yes.

2 Q How many units are in the building?

3 A Six units.

4 Q So, there are three units on 6830 and three

5 units for 6832, is that right?

6 A Correct.

7 Q And three floors?

8 A There are three floors.

9 Q And how large are the units in the

10 building?

11 A Five rooms.

12 Q And two bedrooms?

13 A Two bedrooms.

14 Q One bath?

15 A One bath.

16 Q And each of the units pays its own cooking

17 gas, is that right?

18 A Yes.

19 Q And the Association, in effect, pays for

20 the heat and the hot water to the various units in

21 the building, is that right?

22 A Yes, because they have separate meter for

1 the building.

2 Q And how large is the water tank -- is the
3 water tank in the basement along with the furnace?

4 A Yes, it is. It's a 50-gallon tank.

5 Q And how large is the furnace in the
6 basement, do you know?

7 A I don't know how large it is, but it's --
8 it's a boiler.

9 Q But it's adequate to service the six units
10 on the three floors of the condominium building.

11 A Yes.

12 Q Now, you said in your direct examination by
13 your Counsel, that there were times when meter
14 readers were out to the building on South Paxton,
15 the condo building, correct?

16 A Yes.

17 Q When were those times? What dates?

18 A I couldn't -- I don't know the exact dates.

19 Q And did you ever get the names of any of
20 those meter readers that came out to the property?

21 A No.

22 Q Did you ever ask the meter readers, who

1 came out to the property, for the meter readings at
2 any of those times?

3 A No.

4 Q Now, in the event -- I'll give you a
5 hypothetical.

6 In the event that I would come out to
7 your building and want to sell you and your wife
8 condominium insurance, okay? This is just a
9 hypothetical. And I did not have a key. How would
10 I get into your building?

11 A Well, anyone in the building might let you
12 in.

13 Q Could you physically describe what your
14 building looks like for me to gain access to it?

15 A Well, it's a six-unit building. It has an
16 entrance in the front.

17 Q What kind of entrance is it?

18 A It's a glass door entrance.

19 Q And -- so, I would ring the bell to gain
20 entrance to the building?

21 A Yes.

22 Q And, then, if I rang your bell and you were

1 not home, would I be able to gain access, or should
2 I just start ringing everybody else's --

3 A If you were selling condominium insurance,
4 you would have someone in mind.

5 Q Okay.

6 MR. SCHENCKER: For the record, I would just
7 object to the general statement of selling
8 condominium insurance, because obviously it's not
9 directly relevant to the situation.

10 MR. GOLDSTEIN: It's also hypothetical.

11 JUDGE RILEY: He expressed it as a hypothetical.

12 MR. SCHENCKER: I understand.

13 JUDGE RILEY: What he's talking about is access
14 to the building.

15 MR. SCHENCKER: I understand.

16 MR. GOLDSTEIN: Q Now, you, also, testified,
17 Mr. Williams, that on one occasion a meter reader
18 came out with the key to gain access to the laundry
19 room in the basement, do you recall that by your
20 Counsel on examination?

21 A Yes.

22 Q When did that occur?

1 A I would say, roughly, about a year ago or
2 so.

3 Q Do you have a specific date in mind?

4 A No.

5 Q Do you know the name of the meter reader
6 who came out to the property with the key to gain
7 access to your meter in the basement?

8 A No.

9 Q At any time, a person from Peoples Gas came
10 out to the building and read the meter,
11 specifically, with respect to the May 12th, 2006
12 time. How did that person gain access to the
13 building?

14 A He rang my bell. We have an intercom in
15 the building. He said, Peoples Energy. I'm here to
16 read the meter.

17 Q And you rang that person in?

18 A I let him in. I asked him if he had a key.
19 He said, No. I said, I'll be down.

20 Q So, you took him down to the basement and
21 opened the door to the basement, the laundry room,
22 so that he can gain access -- that person could gain

1 access to the meter, is that right?

2 A It was a woman, by the way.

3 Q Okay. And did you stay with that person to
4 see that she read the meter?

5 A Yes.

6 Q Okay. Did you ever do that on any other
7 occasion between April, 2004, and May 12th, 2006?

8 A Maybe on one other occasion.

9 Q And when was that?

10 A I can't remember.

11 Q Now, what's been marked as Complainant's
12 Exhibit 1, is a letter from Peoples Gas, dated
13 September 16th, 2006.

14 Do you have that in front of you?

15 A Yes.

16 Q Do you have any problem with Peoples Gas
17 changing your gas meter that provides you with
18 cooking gas to your unit?

19 A No, I have no problem. I remember when
20 they did it because they came back and put something
21 on the meter so they could scan.

22 Q Okay. And when did they do that?

1 A That was roughly 1996.

2 Q So, you have no problem with the Gas
3 Company coming out 10 years later and exchanging
4 your meter, correct?

5 A None whatsoever.

6 MR. GOLDSTEIN: I have nothing else of the
7 witness.

8 JUDGE RILEY: Thank you.

9 Do you have any redirect?

10 MR. SCHENCKER: Brief redirect. Yes, your
11 Honor.

12 REDIRECT EXAMINATION

13 BY

14 MR. SCHENCKER:

15 Q From the time period from November 8th,
16 2004, to April 11th, 2006, you previously testified
17 that on, at least, four occasions you saw them take
18 the reading, is that correct?

19 A Yes.

20 Q During that time frame, you were not in
21 dispute -- your Association was not in dispute with
22 Peoples.

1 A Not at all.

2 Q So, there wouldn't really be any reason for
3 you to make a specific notation of the name of the
4 person who took the meter reading, would there?

5 A No.

6 Q Or, really, I identify the date and the
7 time it took place, is that correct?

8 A That's correct.

9 Q Because there was no dispute. You were
10 paying the bills on time, is that correct?

11 A There was no dispute.

12 Q Now, with regards to the Exhibit 1 that you
13 have in your hand, did you feel that it was
14 coincidental that you received this letter when you
15 received it in, approximately, October of 2006?

16 A I was wondering why I was receiving it.

17 Q The complaint in this case was filed on
18 August 15th, 2006. This was after that time that
19 you received this letter, is that correct?

20 A It was.

21 Q In your own mind, did you feel that there
22 was some sort of retaliation taking place?

1 A Right. I really did.

2 Q I'm sorry, I wasn't --

3 A I did.

4 MR. SCHENCKER: I have nothing further.

5 JUDGE RILEY: Recross, Mr. Goldstein?

6 RECROSS-EXAMINATION

7 BY

8 MR. GOLDSTEIN:

9 Q If arrangements were to be made tomorrow or

10 the next day, for the meter to be exchanged, you

11 would be amenable to that, would you not, for your

12 own unit?

13 A Yeah, I would.

14 Q And would you think that the meter that

15 provides both heat and hot water to the building

16 should also have a scanning device on it so that it

17 could be read monthly?

18 A I do.

19 Q Do you know whether the gas meter that

20 provides the heat and hot water to the building has

21 a scanning device on it so that it could be read

22 monthly?

1 husband of the president of the Condominium
2 Association, who did file this particular complaint.
3 And to the extent that there could be an inference
4 that this was somehow done in retaliation for filing
5 that complaint, I believe that the Commission would,
6 at least, want to review that allegation and decide
7 accordingly.

8 MR. GOLDSTEIN: Judge, there's no way to
9 determine from this particular letter whether it's
10 retaliatory or not. As Mr. Williams testified, the
11 meter that's serving his particular unit, providing
12 cooking gas to it, is 10 years old and it just may
13 be that it's part of the meter exchange program of
14 Peoples Gas. It has really no relevance to this
15 proceeding.

16 JUDGE RILEY: Okay. Let me hold ruling in
17 abeyance on this until I hear the rest of the
18 testimony.

19 MR. SCHENCKER: That's fine. Thank you.

20 I would next like to call Myrna
21 Williams.

22 (Witness sworn.)

1 JUDGE RILEY: And remember, everybody keep your
2 voice levels up so the court reporter can take you
3 down accurately.

4 MYRNA WILLIAMS,
5 called as a witness herein, and after having been
6 first duly sworn, was examined and testified as
7 follows:

8 DIRECT EXAMINATION

9 BY

10 MR. SCHENCKER:

11 Q Ms. Williams, will you state and spell your
12 name for the record, please.

13 A Myrna, M-y-r-n-a, Williams,
14 W-i-l-l-i-a-m-s.

15 Q Ms. Williams, where do you reside?

16 A 6830 South Paxton, Apartment No. 3A.

17 Q And how long have you resided there?

18 A Over 20 years.

19 Q Now, are you the current president of the
20 6830-32 Paxton Condominium Association?

21 A Yes.

22 Q How long have you held this position?

1 A It's been over five years.

2 Q How many unit owners, again, in the
3 Association?

4 A Six.

5 Q Do you consider your Association rather a
6 small association?

7 A Yes, it is.

8 Q Are you aware of the Association's total
9 annual budget?

10 A Yes.

11 MR. GOLDSTEIN: I'm going to object to any
12 questions with respect to the budget and the need of
13 the Association for funds. And the ability of the
14 Association to pay whatever the bills are of the
15 Association is totally and completely irrelevant to
16 this proceeding.

17 JUDGE RILEY: Counsel?

18 MR. SCHENCKER: I would suggest it is relevant
19 depending on what -- I want to compare, certainly,
20 your Honor, the amounts available to the Association
21 to pay various bills, including bills that they feel
22 are not proper.

1 MR. GOLDSTEIN: I'm going to object, Judge. You
2 know, whether the Association has or has not the
3 ability to pay bills is not part of this complaint.

4 JUDGE RILEY: I'm going to allow it anyway,
5 Counsel.

6 Go ahead.

7 MR. SCHENCKER: Q You mentioned you're aware of
8 the Association's total annual budget. Counsel
9 objected to that question.

10 JUDGE RILEY: It's been overruled.

11 MR. SCHENCKER: Q The objection has been
12 overruled. Do you know what the overall total
13 budget is?

14 A Yes.

15 Q What is that number?

16 A Okay. Monthly, the Association pays in
17 \$2100 monthly. And over a period of a year, our
18 income is \$25,000.

19 Q Is this \$25,000 the amount that you use to
20 pay your -- all of your bills?

21 A Yes.

22 MR. GOLDSTEIN: Judge, if there's going to be

1 prolonged questioning about the budget, then, I have
2 a continuing objection. It's totally irrelevant to
3 what the gas bills are. And it leads to no relevant
4 evidence that could be used in any kind of order by
5 the Commission.

6 JUDGE RILEY: Counsel, response?

7 MR. SCHENCKER: That was the only question about
8 the budget, Judge. I wasn't going -- I just
9 mentioned it. We've already been through it. I
10 think we can move on.

11 JUDGE RILEY: Please. I'll overrule the
12 objection.

13 Go ahead.

14 MR. SCHENCKER: Q Is one of your duties as
15 Board president to ensure the Association has
16 sufficient funds to pay its utility bills?

17 A Yes.

18 Q Okay. To your knowledge, has the
19 Association ever been late or missed a payment on a
20 Peoples Energy bill?

21 A No.

22 Q From the time period from November 8th,

1 2004, till April 11th, 2006, has the Association
2 ever missed a payment to Peoples Energy?

3 A No.

4 Q During that time period, was the
5 Association ever late on a payment?

6 A No.

7 Q Did you ever provide keys to Peoples Energy
8 so that they can gain access to the Association's
9 basement?

10 A Yes, I did, twice.

11 Q Approximately, when did you provide
12 Peoples Energy with keys?

13 A Well, we provided a key in 2004, and also
14 again in 2005.

15 Q And how did you provide those keys?

16 A We sent them by the post office and we
17 required a signature back. And we got -- certified
18 mail and we got the signed receipt back.

19 Q Do you recall if you directed the keys --
20 if there was a name of a person who you directed the
21 keys to?

22 A Yeah, the Meter Reading Department. I

1 don't know the exact address right offhand, but it's
2 the Meter Reading Department that you send the keys
3 to.

4 Q Now, your husband testified earlier that,
5 at least, on four occasions he witnessed a
6 Peoples Energy representative come to the
7 Association and checked the meter.

8 A Uh-hum.

9 Q During that same time frame, November 8th,
10 2004, to April 11th, 2006, did you ever witness,
11 personally, a Peoples Energy meter reader arriving
12 at the Association to check the meter?

13 A I've let them in on two occasions when my
14 husband wasn't there.

15 Q Did you speak with the meter readers on
16 those occasions?

17 A I spoke with them over the intercom and
18 they did not have the key -- on one occasion they
19 did not have the key. And I went down. I said, You
20 have to prove to me that you are Peoples Energy. He
21 showed me his ID pass. And I let him into the
22 basement.

1 Q And did either one of the two use a key to
2 gain access to the basement?

3 A One of them -- on one occasion the meter
4 reader did use a key.

5 Q Do you remember the date?

6 A I don't remember -- it was -- I know it was
7 in 2005.

8 Q During that time -- the Association was not
9 in dispute with Peoples Energy at that time.

10 A No. Oh, no.

11 Q Now, what point did you first become aware
12 that Peoples Energy had been using estimated
13 payments (sic) in their billing to the Association?

14 A When our accountant, Lynette, brought it to
15 my attention in May, when we got that May bill. She
16 said, Are you aware that you're being billed for
17 estimated charges and they have back-billed you from
18 November of 2004 to current, 2006, with estimated
19 charges? I said, It can't be. That's impossible.
20 Because I sent them the key on two occasions. That
21 cannot be. That's okay. I'll call them and see if
22 I can get it straightened out because it can't be --

1 they should not be doing estimated readings, because
2 they have our key. And it's also recorded in the
3 record when we sent the key that -- after we sent
4 it, it was recorded on the records that you should
5 ring the bell for Williams -- whenever you come out
6 to the Association, you should ring the bell for
7 Williams and they will buzz you in, you know, that
8 outside door and then you enter the basement with a
9 key.

10 That's the only time that I know that
11 the bills were estimated is when she called me and
12 told me that we were being billed -- back-billed for
13 estimated charges.

14 Q I'm going to show you what we're going to
15 mark here as Exhibit No. 2 -- Petitioner's Exhibit
16 No. 2.

17 (Whereupon, Petitioner's
18 Exhibit No. 2 was marked
19 for identification.)

20 MR. GOLDSTEIN: Are those the bills?

21 MR. SCHENCKER: These are the bills. All the
22 bills from November 8th, 2004, through the most

1 recent bill, which is November 9th, 2006.

2 MR. GOLDSTEIN: That's Complainant's Exhibit 2?

3 JUDGE RILEY: Right.

4 MR. SCHENCKER: Q All right. I would like to
5 direct your attention to the very last page, which
6 is November 8th, 2004. There's a column on the
7 right side where it says meter reading, do you see
8 that? Can you read that? Is that legible to you?

9 A Yeah, I have it also over here.

10 Q If it's not legible --

11 A Well, here it's legible.

12 JUDGE RILEY: Mine is not legible. Mine is not
13 readable, but go ahead. Go ahead with the
14 testimony.

15 MR. SCHENCKER: I can give the Court -- I have
16 my original. I'll give the Court my original.

17 Q It indicates a current actual reading and a
18 previous estimate reading, do you see that?

19 A Uh-hum. I see it on mine.

20 MR. SCHENCKER: I'll provide that to Counsel.

21 Do you need to see it?

22 MR. GOLDSTEIN: No.

1 MR. SCHENCKER: You do not. Okay.

2 MR. GOLDSTEIN: We'll stipulate that those are

3 the bills and they speak for themselves.

4 MR. SCHENCKER: Okay. Thank you, Counsel. I

5 will provide to the Hearing Officer a copy of a more

6 readily legible bill, same copy as I use as my

7 original. I'll do that.

8 JUDGE RILEY: That's fine.

9 We're looking at the bill dated

10 November 8, '04?

11 MR. SCHENCKER: Yes. You can have this copy.

12 If I can just take the other one (indicating).

13 JUDGE RILEY: And these are the same

14 materials --

15 MR. SCHENCKER: Same material that I had showed

16 you -- I provided you with the exhibit sticker.

17 Q So, directing your attention back to that

18 point that we discussed.

19 Do you see where it had the actual

20 readings versus the approximation?

21 A Uh-hum.

22 Q What does it say?

1 A It says current actual, the reading is --
2 do you want me to give you the figures?

3 Q Sure.

4 A The figures are 56644 and the previous
5 estimate is 54876.

6 Q Okay. Flip the page to the next bill,
7 please.

8 MR. GOLDSTEIN: I thought we had a stipulation,
9 the bills speak for themselves --

10 MR. SCHENCKER: Okay.

11 MR. GOLDSTEIN: -- instead of going through each
12 and every reading.

13 MR. SCHENCKER: Q Well, if Counsel prefers,
14 during the time period of November 8th, 2004,
15 through April 11th, 2006, each and every one of
16 those bills contains estimates, is that correct?

17 A Now, what dates are you looking at?

18 Q Counsel and I just entered into a
19 stipulation.

20 A Okay.

21 Q If you look on the next page of the bill,
22 it says meter reading and it has current estimate,

1 previous estimate.

2 A Right.

3 Q So, in order to have to prevent us from
4 going through each bill and pointing that out,
5 Counsel has asked that we cover the entire time
6 frame. Each one of those bills says current
7 estimate, previous estimate. If you just look
8 through each one of those very quickly.

9 A Uh-hum.

10 MR. GOLDSTEIN: We'll stipulate there were 17
11 months worth of estimated billings between
12 November 8th, 2004, and April 11th, 2006.

13 MR. SCHENCKER: Thank you, Counsel.

14 Q For the record, we stipulated that that's
15 the case, and your viewing of the bills confirm
16 that, is that correct?

17 A Uh-hum.

18 Q On May the 12th, 2006, you received -- your
19 Association received a bill, is that correct?

20 A Exactly.

21 Q And at that time, directing your attention
22 to the area where it says, Activity since the last

1 bill --

2 A Uh-hum.

3 Q -- Peoples Energy had -- lists on the bill
4 that all the prior billing from November 8th, 2004,
5 to April 11th, 2006, had been cancelled, is that
6 correct?

7 A Right.

8 Q Your Association received a credit of
9 \$24,440.73, is that correct?

10 A Right.

11 Q On that same day a revised prior billing
12 was issued right underneath that, for the same time
13 period from November 8th, 2004, to April 11th, 2006,
14 is that correct?

15 A Right.

16 Q And that amount was for \$27,444.43, is that
17 correct?

18 A 27,000 -- wait -- yes, 27 -- uh-hum.

19 Q 27,444.43.

20 A Yes.

21 Q So, that left a balance of \$2,782.17 for
22 that particular time period in question, is that

1 correct?

2 A Correct.

3 Q This is the same time period wherein your
4 Association had paid every bill from November 8th,
5 2004, to April 11th, 2006, on time, correct?

6 A Exactly.

7 Q And you received this bill?

8 A Uh-hum.

9 Q This is the bill that you mentioned that
10 your bookkeeper had contacted you --

11 A Exactly.

12 Q Now, from the receipt of this bill is where
13 the dispute in question that we're here for today
14 began, is that correct?

15 A Yes.

16 Q Now, on June 2nd, 2006, did you attempt to
17 resolve this matter with a gentleman named
18 Mr. Brogsdale of Peoples Energy?

19 A Yes, I did.

20 Q What did you say to Mr. Brogsdale and what
21 did he say to you?

22 MR. GOLDSTEIN: I'm going to object, Judge, it's

1 hearsay.

2 MR. SCHENCKER: I believe she can testify as to
3 the content of her conversation with Mr. Brogsdale.

4 MR. GOLDSTEIN: It's hearsay, Judge.

5 MR. SCHENCKER: She was a participant in the
6 conversation.

7 MR. GOLDSTEIN: Whoever he is, he's not -- we
8 don't know who he is.

9 THE WITNESS: He's one of your boys.

10 JUDGE RILEY: Excuse me. Please.

11 MR. GOLDSTEIN: As far as I'm concerned, the
12 person is not present --

13 MR. SCHENCKER: Well, I would say -- I'm sorry.

14 JUDGE RILEY: Did you say this is going to be
15 the content of the witness' conversation?

16 MR. SCHENCKER: Yes. The witness was a part of
17 the conversation; therefore, she could testify as
18 to --

19 JUDGE RILEY: I'm going to allow it.

20 MR. SCHENCKER: -- what she spoke to with
21 Mr. Brogsdale.

22 Q The Hearing Officer indicated that you can

1 answer.

2 JUDGE RILEY: You can answer the question.

3 THE WITNESS: Okay. Would you repeat the
4 question, again?

5 MR. SCHENCKER: Certainly.

6 Q On June 2nd, 2006, did you attempt to
7 resolve this matter with a gentleman named
8 Mr. Brogsdale at Peoples Energy?

9 A Yes.

10 Q What did you say to Mr. Brogsdale and what
11 did he say to you?

12 A I had this bill in front of me, this
13 May 12th bill, 2006, and I asked him -- I said, Why
14 is Peoples Energy back-billing us for estimated
15 charges? And so, he said, Because these are -- you
16 didn't have any meter readings at this time. I
17 said, We did. I said, My husband has let the meter
18 readers in and so have I. I said, This cannot be --
19 this is inaccurate. It's not right.

20 So, he said, Ms. Williams, he said,
21 I'm looking at your record in the computer. He
22 said, You all have not had any actual readings

1 between that period. And he said, This bill is
2 legitimate. So, I said, Can I speak to your
3 supervisor? He said, No. He said, You're going to
4 have to resolve it some other way. But, no, you
5 cannot speak to a supervisor. And so, he hung up.

6 MR. SCHENCKER: I'll mark what we'll label as
7 Petitioner's Exhibit No. 3.

8 MR. SCHENCKER: Your Honor, this, once again,
9 was incapable of being copied. I'll put the sticker
10 on it. This is the original Notice. Apparently, it
11 was written in pencil so, therefore, it did not --
12 I'll mark the exhibit with a sticker.

13 Counsel, would also probably like to
14 see the actual -- my copier was unable to properly
15 copy.

16 (Whereupon, Petitioner's
17 Exhibit No. 3 was marked
18 for identification.)

19 MR. SCHENCKER: If Counsel would like to see the
20 actual --

21 MR. GOLDSTEIN: Yes, I would.

22 MR. SCHENCKER: (Indicating.)

1 Q Ms. Williams, on June 16th, 2006, did
2 Peoples Energy place this Notice of Gas Termination
3 on the front door of 6830 South Paxton?

4 A Yes, they did.

5 Q Do you recognize this document?

6 A Yes, I do.

7 Q Was the amount listed on the Notice the
8 same approximate amount, the disputed charges that
9 are subject to today's hearing?

10 A Well, it's higher. It's higher than the
11 original amount. It looks like something has been
12 added to it.

13 Q And that may be due to some late fees that
14 were incurred on this disputed amount, is that
15 correct?

16 A Yes.

17 Q And you're told on this particular document
18 that on June 30th of 2006, your gas would be turned
19 off, is that correct?

20 A That's true.

21 Q What did you do in response to receiving
22 this Notice?

1 A I took it down and I called the Illinois
2 Commerce Commission and told them that a document
3 has been -- a termination has been put on our door
4 and I took it down. And so he said, Well, what I'll
5 do is, we will contact Peoples Energy and -- because
6 this amount is in dispute, we will call
7 Peoples Energy and I will talk to Jack Riordan at
8 Peoples Energy and tell them that they must not put
9 anymore notices on the door because there's a
10 dispute here.

11 Q Do you remember the name of the person at
12 Peoples Energy -- excuse me -- at the Commerce
13 Commission that you spoke with?

14 A John Schaub.

15 Q Can you spell it?

16 A S-c-h-a-u-b.

17 Q Now, you mentioned Mr. Schaub had referred
18 you to a Mr. Riordan?

19 A Right.

20 Q Did you contact Mr. Riordan or did
21 Mr. Riordan contact you?

22 A I contacted Mr. Riordan.

1 Q When did you do that?

2 A It was shortly thereafter. It was in June.

3 Q So, sometime after the June 27th telephone
4 conference with Mr. Schaub you contacted
5 Mr. Riordan of Peoples Energy?

6 A Yes, I did.

7 Q All right. What did Mr. Riordan say to you
8 and what did you say to him?

9 MR. GOLDSTEIN: Objection.

10 A Mr. Riordan --

11 JUDGE RILEY: We have an objection.

12 MR. GOLDSTEIN: It's irrelevant, Judge. I mean,
13 whatever happened, happened. Obviously, whatever
14 the complaint was by Ms. Williams and the discussion
15 with Mr. Riordan, nothing was resolved. Obviously,
16 a formal complaint was filed and that's why we're
17 here today. You know, the rest of it is totally
18 irrelevant to whether or not the 6830-32 South
19 Paxton Condominium building owes the money involved
20 here.

21 JUDGE RILEY: Counsel?

22 MR. SCHENCKER: Well, as I said before, Judge,

1 I do believe that -- we're just trying to produce a
2 record here today for the Court to review. And,
3 obviously, the Court will decide the merits of the
4 case at the end. But, we do feel it was relevant
5 to, at least, set the time frame of what took place
6 at this building and what sort of notices were
7 received from Peoples Energy, given to a client who
8 had never missed a payment and who had always paid
9 on time.

10 So, therefore, we're just trying to
11 just establish the record of what took place.

12 JUDGE RILEY: Okay. Well, I don't see any
13 reason to go into what was said with the Illinois
14 Commerce Commission. Obviously, whatever transpired
15 here we've gone beyond that now.

16 MR. SCHENCKER: Okay.

17 JUDGE RILEY: And we're at a totally different
18 level of proceedings.

19 So, that one I will sustain,
20 Mr. Goldstein.

21 MR. SCHENCKER: I'm sorry, Judge, just to
22 clarify. I believe that Mr. Riordan that we're

1 talking about -- the conversation that we're talking
2 about is not with Mr. Schaub of the Illinois
3 Commerce Commission, but Mr. Riordan, who was with
4 Peoples Energy.

5 JUDGE RILEY: All right.

6 MR. SCHENCKER: It's a different conversation.
7 The first conversation was with -- how Ms. Williams
8 received the name of the person at Peoples Energy to
9 speak with. So, we're talking about not with the
10 Commission, but with Peoples Energy itself.

11 If your Honor just rules on that
12 objection, then we'll comply.

13 JUDGE RILEY: Yeah. Let's just go on. I'm
14 going to sustain the objection.

15 MR. SCHENCKER: Okay. Thank you, Judge.

16 JUDGE RILEY: Let's go on.

17 MR. SCHENCKER: Q Following the receipt of this
18 Notice, was your gas turned off?

19 A No, it was not turned off.

20 Q And why was it not turned off?

21 A Because Mr. Schaub interceded and he did
22 contact Mr. Riordan. And Mr. Riordan and I did have

1 a conversation after that.

2 Q So, as a result of that, Peoples Energy
3 decided not to turn off the gas, is that correct?

4 A Yes.

5 Q Okay.

6 (Whereupon, Petitioner's
7 Exhibit 4 was marked
8 for identification.)

9 JUDGE RILEY: Let me see that first one, because
10 I want to write down the numbers, the pencil
11 markings.

12 MR. SCHENCKER: Q I show you what's been
13 previously marked Exhibit 4. This is the original
14 just in case you can't read that (indicating).

15 Do you recognize this document?

16 A Yes, I do.

17 Q What is it?

18 A It's a document informing us of a
19 disconnect -- disconnection of our gas services.

20 Q This was sent on July 14th --

21 A Yes.

22 Q -- of 2006, is that correct?

1 A Yes.

2 Q Now, is the amount listed on the Notice the
3 approximate same amount that's disputed here today?

4 A It's a little bit higher.

5 Q Do you recall when you received this
6 particular Notice?

7 A This was sent to our management company and
8 the management company called me and then sent me
9 the copy.

10 (Whereupon, Petitioner's
11 Exhibit No. 5 was marked
12 for identification.)

13 MR. SCHENCKER: Q I'll show you what's been
14 mark Exhibit No. 5 (indicating)

15 A (Indicating.)

16 MR. SCHENCKER: This particular Notice of
17 Service of Termination actually is legible, the
18 copy. It was written in pen. This is the original
19 (indicating).

20 JUDGE RILEY: All right.

21 MR. SCHENCKER: Q Ms. Williams, on July 19th,
22 2006, did Peoples Energy place a second Notice of

1 Gas Service Termination on the front door of
2 6830 South Paxton?

3 A Yes, they did.

4 Q Do you recognize this particular piece of
5 paper? It's a copy of the original, which the
6 Hearing Officer is currently looking at, is that
7 correct?

8 A Yes, I do.

9 Q And what does it say on this particular
10 Notice?

11 A Okay. This particular Notice is supposed
12 to be disconnected after July 29th of '06.

13 Q And is the amount on this Notice the same
14 approximate amount that we're disputing here today?

15 A It's a little bit higher.

16 Q And what did you do after receiving the
17 Notice?

18 A I called John Schaub again and told him
19 that we got another Notice of gas disconnection.
20 So, he said that he would handle it through
21 Mr. Riordan.

22 Q Okay.

1 A Call Mr. Riordan.

2 Q And was that done?

3 A That was done. We were not disconnected.

4 Q Did you speak with Mr. Riordan again or --

5 A No, no. John Schaub called me back and

6 confirmed that he had done that.

7 Q So, today, your service has not been

8 disconnected.

9 A No, it hasn't.

10 MR. SCHENCKER: Could we go off the record for a

11 second?

12 JUDGE RILEY: Any objection?

13 MR. GOLDSTEIN: No objection.

14 JUDGE RILEY: Go ahead. Off the record.

15 (Whereupon, a discussion

16 was had off the record.)

17 MR. SCHENCKER: Back on the record.

18 Q Ms. Williams, let me show you the formal

19 complaint that you had filed in this case.

20 Do you recognize that?

21 A Yes, I do.

22 Q Did you prepare this document?

1 A Yes, I did.

2 Q Does this document accurately reflect your
3 concerns and the reason for your filing this
4 particular complaint, is that correct?

5 A Yes. Yes.

6 Q And is there anything you wish to add to
7 the complaint that's already in the complaint that
8 you haven't already mentioned here today?

9 A No.

10 Q So, could you give me a summation of what
11 your complaint is very briefly for the record?

12 A Okay. My complaint is, No. 1, we sent two
13 keys to Peoples Energy. And in the conversations
14 with Mr. Riordan and Mr. Alvarez, they have no
15 record of the keys that were sent to Peoples Energy.

16 And No. 2, why did they go back a year
17 and a half to the current date and bill us for
18 estimated charges when we were paying all along? I
19 mean, I don't understand why.

20 I would like to have those two
21 questions answered. What happened to the two keys
22 that we sent -- those three questions. Where are

1 the readings that they took?

2 And No. 3, why were we back-billed for
3 estimated charges. Those are the three questions
4 that I would like to have answered.

5 Q I would like to direct your attention to
6 what I believe is previously marked as Exhibit
7 No. 2, the gas bills.

8 Do you have that in front of you?

9 A Uh-hum.

10 Q I would like to direct your attention to
11 the area towards the bottom of the bill where it
12 says, Messages.

13 A What date?

14 Q I'm sorry. September the 12th, 2006.

15 Could you read that area underneath
16 Messages, just the first two lines, please?

17 A Okay. Of the total balance, \$2914.63 is in
18 dispute and is not included in the amount due.

19 Q Okay.

20 A Should I go on?

21 Q No.

22 I would like to direct your attention

1 to the next bill, October 11th, 2006, the last two
2 lines in the message section, if you could read that
3 for the record, please.

4 A You will be charged --

5 Q No. No. The last two lines.

6 A Of the total balance, that part?

7 Q Yes.

8 A Of the total balance, \$2914.63 is in
9 dispute and is not included in the amount due.

10 Q So, is it your understanding as president
11 of the Association that while there may have been a
12 dispute with Peoples Gas during this time period in
13 question from November 8th, 2004, to April 11th,
14 2006, that even Peoples Gas had admitted in their
15 own billing that the 2914.63 was in dispute, is that
16 correct?

17 A Exactly.

18 Q Okay. I'd like to direct your attention,
19 then, to the most recent bill, which is the top
20 page, the November 9th, 2006, and I would like you
21 to read the last three lines of the messages
22 section, please.

1 A A security deposit has been charged because
2 of your past due payments. This is your first of
3 three installments for a total deposit amount of
4 \$2,252. The deposit, plus interest, will be
5 refunded after you make all payments on time for a
6 12-month period.

7 Q Ms. Williams, so, the November 9th bill,
8 in spite of the earlier acknowledgment on the two
9 prior bills, the particular amount that we're here
10 for today is in dispute, imposed a security deposit
11 for past due payments, is that correct?

12 A Yes.

13 MR. GOLDSTEIN: I'm going to object to the
14 characterization that Counsel has made of what is
15 contained on the November 9th, 2006 bill from
16 Peoples Gas.

17 JUDGE RILEY: I'm not 100 percent following you.
18 You say you object to the characterization.

19 MR. GOLDSTEIN: He said, despite something or
20 other. . .

21 The bill speaks for itself, Judge.
22 You know, if he wants to file a brief and

1 characterize it anyway he wants, that's perfectly
2 fine, but he cannot characterize it and ask any
3 question of his witness.

4 JUDGE RILEY: Do you have the question?

5 (Whereupon, the previous
6 question was read back.)

7 MR. GOLDSTEIN: If he reasks the question, I
8 have no problem with it.

9 MR. SCHENCKER: Okay.

10 MR. GOLDSTEIN: But, I would point out to
11 Counsel that the \$2914.63 amount in dispute is
12 clearly shown on the bill. And, yes, indeed, there
13 is a request for a security deposit. If that's your
14 question, I have no problem with you asking that
15 question.

16 JUDGE RILEY: Let's start over.

17 Counsel, let's go back and redo the
18 original question.

19 MR. SCHENCKER: I had -- just for the record,
20 the witness here has just read the message section
21 from two prior bills that preceded the most recent
22 bill.

1 JUDGE RILEY: All right.

2 MR. SCHENCKER: Your Honor, in that message
3 section there's an acknowledgment -- I don't know
4 what else you'd call it, but certainly a statement
5 from Peoples Gas on their own bill that there was a
6 dispute.

7 JUDGE RILEY: Right. There's a certain amount
8 in dispute.

9 MR. SCHENCKER: Certain amount in dispute.

10 JUDGE RILEY: That's acknowledged.

11 MR. SCHENCKER: That is the amount with the
12 exception of certain late charges that have been
13 added that we are disputing here today. And I don't
14 know that Counsel would dispute that fact that the
15 original amount from May the 12th has increased due
16 to late charges that have been imposed by
17 Peoples Energy over the same approximate \$2800
18 amount that was for the time period in question that
19 we've already discussed with the bill.

20 So, I guess, the point is, is just
21 that, your Honor, the Petitioner feels it has never
22 missed a payment. And now, on the billing itself,

1 there's a characterization of a past due payment.
2 That's why I wanted Ms. Williams to, at least, be
3 able to discuss that with the Commission here,
4 because Ms. Williams has earlier testified that the
5 Association has never missed a payment and never
6 been late on a payment. And this imposed security
7 deposit was done, presumably, as a result of the
8 failure to pay a disputed amount.

9 JUDGE RILEY: Something tells me that this is
10 going into the evidence that's going to be contained
11 in your case.

12 MR. GOLDSTEIN: Well, Judge, all I'm saying is
13 that if -- you know, we understand Ms. Williams'
14 testimony that she claims that they've never missed
15 a payment, so on and so forth. And that's perfectly
16 all right for her to testify that way.

17 What she read is the request for a
18 security deposit and, obviously, it's part of the
19 bill. And we'll stipulate that a security deposit
20 was requested, and for the reasons set forth on the
21 bill, we'll stipulate to that part of it.

22 But, I would also point out, which has

1 got to be obvious, is that the \$2914.63, that is the
2 amount currently in dispute, is clearly shown on the
3 bill and has nothing -- and if you take the two
4 amounts that are involved here, you'll see that the
5 requested amount due has nothing to do with the
6 \$2914.63.

7 JUDGE RILEY: Well, this is all something that's
8 supposed to be sorted out in evidence, the amounts
9 due and how they got there. It's not a question for
10 argument right now.

11 Counsel, what -- I'm fully aware of
12 the witnesses' testimony, that they've never been
13 late with a bill, they've never missed a payment.
14 And that the document in question here, this
15 November 9th, 2006 bill is obviously at variance
16 with that. It says something else. We have a
17 conflict. And you're simply asking the witness,
18 does she acknowledge that or does she know --

19 MR. SCHENCKER: I guess that -- your Honor, I'll
20 ask this next question.

21 Q Ms. Williams, do you feel that the
22 imposition of a security deposit is punitive in

1 nature?

2 A Yes.

3 Q Why do you feel that way?

4 A Because, No. 1, we've paid every bill on

5 time. And why, all of a sudden -- you know, we're

6 good -- we're high-standing customers. We're

7 established customers with Peoples Energy. So, now,

8 why -- and knowing that this is a disputed amount,

9 why would -- why should we have to pay a security

10 deposit?

11 JUDGE RILEY: Okay.

12 THE WITNESS: You know, we're patients (sic) of

13 record -- I mean, we're high-standing patients --

14 not patients --

15 JUDGE RILEY: You've answered. Thank you.

16 THE WITNESS: -- high-standing customers.

17 JUDGE RILEY: Strike all that.

18 MR. SCHENCKER: Thank you.

19 And that concludes my direct

20 examination of Ms. Williams.

21 JUDGE RILEY: All right. Thank you.

22 Counsel, I'm going to open up to you

1 for cross, but I want to take five minutes.

2 (Whereupon, a short

3 recess was taken.)

4 JUDGE RILEY: Okay. On the record.

5 We have completed the direct

6 examination of Mrs. Williams.

7 Mr. Goldstein, did you have

8 cross-examination?

9 MR. GOLDSTEIN: Yes.

10 JUDGE RILEY: Please proceed.

11 CROSS-EXAMINATION

12 BY

13 MR. GOLDSTEIN:

14 Q First, I would like to ask you about the
15 keys that you said you provided to Peoples Gas, both
16 in 2004 and 2005. Do you recall that examination by
17 your attorney?

18 A Yeah, I remember it.

19 Q Now, do you recall when in 2004, the date
20 that you provided the keys?

21 A The exact dates? I don't know the exact
22 dates, but I know one was sent in 2004 and one in

1 2005. I sent them from the post office.

2 Q Okay. And you sent them certified mail --
3 or how did you send them?

4 A They told me to send them certified mail
5 and request a signature because they said it would
6 have to be done that way, you know, to make sure
7 that they got them.

8 Q And do you have any proof with you today
9 that Peoples Gas received the keys either in 2004 or
10 2005?

11 A Well, I did a follow-up call. After I got
12 my signed signature back, I did a follow-up call and
13 I talked to the Meter Reading Department and they
14 did confirm that they got the keys.

15 Q And who did you speak with in the Meter
16 Reading Department?

17 A I don't -- I didn't get -- I don't remember
18 the person's name, but I did do a follow-up call.

19 Q So, you remember talking to a Mr. Bragsdale
20 (sic) in the -- at Peoples Gas, but you don't recall
21 the person you talked --

22 A I just spoke to Mr. Brogsdale this year --

1 Q -- to in the Meter Reading Department --

2 A -- in March.

3 JUDGE RILEY: Hold it. Hold it.

4 Ms. Williams, you have to wait until
5 he finishes the question.

6 THE WITNESS: Okay. Go ahead.

7 MR. GOLDSTEIN: Do you want to read the question
8 back.

9 (Whereupon, the previous
10 question was read back.)

11 MR. GOLDSTEIN: Q But you don't recall who you
12 spoke to in the Meter Reading Department, where you
13 sent the keys to for your condominium building,
14 either in 2004 or 2005?

15 A First of all, his name is Brogsdale,
16 B-r-o-g-s, not Brags. Okay. I just wanted to get
17 that for the record, his name is Brogsdale, so we
18 can get that straight.

19 Now, in answer to your question. I do
20 not have names. I do not have names of those
21 individuals.

22 Q Did you send those keys in 2004 and 2005 by

1 either registered or certified mail?

2 A Certified mail, because I got a return
3 signature and I did a follow-up call.

4 Q And do you have that receipt with you?

5 A I don't have it with me.

6 Q Do you have the receipt in your home?

7 A I'll try to look it up. I don't know if I
8 can find it, but I'll try.

9 Q Okay. But you guys don't -- I'm
10 surprised -- what about in your department --

11 JUDGE RILEY: Excuse me.

12 THE WITNESS: Okay.

13 MR. GOLDSTEIN: I ask the questions --

14 THE WITNESS: Oh, you ask the questions.

15 MR. GOLDSTEIN: -- Ms. Williams, not you.

16 THE WITNESS: Okay.

17 MR. GOLDSTEIN: Q Now, you said that you
18 witnessed a meter reader from Peoples Gas use a key
19 in 2005, do you recall that --

20 A Yes.

21 Q -- in your testimony?

22 When did that occur?

1 A What date?

2 Q Yes.

3 A I don't have a date, but it was in 2005.

4 Q Now --

5 A Last year.

6 Q Okay. Now, Complainant's Exhibit 2 are all

7 the bills from 2004 to the 2006 period in dispute.

8 A Uh-hum.

9 Q I assume that all the bills go to your

10 account at Omnibus Services.

11 A Our management company.

12 Q The management company?

13 A Uh-hum.

14 Q At 5330 West Devon in Chicago, is that

15 right?

16 A Right. Correct.

17 Q Do you ever see those bills?

18 A Yeah, this is a copy of them. You mean,

19 other than those?

20 Q Yes.

21 A No.

22 Q When did you first see these bills from --

1 starting back in November, 2004?

2 A Lynette at Omnibus called me and said,
3 Myrna, Peoples Energy has back-billed the
4 condominium for estimated charges from November till
5 May of '06 -- November '04, till May of '06. I
6 said, You're kidding? I said, They can't because
7 they have a key. They have been coming here.

8 Q Well --

9 A I said, This is impossible.

10 Q Could you just answer the question?

11 Let me try the question again.

12 Read the question back again, please.

13 A I think I know the question.

14 MR. GOLDSTEIN: Strike that.

15 (Whereupon, the previous
16 question was read back.)

17 JUDGE RILEY: Now, is it your testimony that it
18 was when this individual at Omnibus brought it to
19 your attention?

20 THE WITNESS: What is the question, again?

21 MR. GOLDSTEIN: Q Did you see any of the bills,
22 any of the Peoples Gas bills, between November 2004,

1 to May 2006, in that particular time period?

2 A No, I did not.

3 Q That's because all the bills went to your
4 management company --

5 A Exactly.

6 Q -- correct?

7 And are you aware that on every one of
8 the bills after the November 2004 bill to the
9 May 12th, 2006 bill, every single one of those bills
10 clearly indicate that they are estimated bills?

11 A This was brought -- I was not aware of that
12 until it was brought up by my management company.
13 And that is why I went ballistic. I just couldn't
14 believe it.

15 Q And during that entire time, between that
16 November 12th, 2004 bill, which was --

17 A November 8th --

18 JUDGE RILEY: Please, just let him ask the
19 question.

20 THE WITNESS: His dates are not right.

21 MR. GOLDSTEIN: Q Between the November 8th,
22 2004 bill and the May 12th, 2006 bill, you did not

1 pay any of those bills personally, did you?

2 A No.

3 Q And you were not aware that the
4 November 8th, 2004 bill was based upon an actual
5 reading, were you?

6 A Not until I got a copy.

7 Q Right. And you were not aware that the
8 May 12th, 2006 bill was based upon an actual reading
9 until you got that copy from your management
10 company, correct?

11 A Right.

12 MR. SCHENCKER: Objection, asked and answered,
13 both during her direct examination and just a few
14 moments ago.

15 JUDGE RILEY: Okay.

16 MR. GOLDSTEIN: Q Now, there's certain writing
17 on each and every one of the bills, 068 with a line
18 and the No. 601 underneath that.

19 JUDGE RILEY: What date are you looking at,
20 Counsel?

21 MR. GOLDSTEIN: All the bills --

22 MR. SCHENCKER: Petitioner's Exhibit 2.

1 MR. GOLDSTEIN: -- all the bills except for the
2 last bill of November 9.

3 Q Do you know what that refers to?

4 A That's our account number with the
5 management company. See, the management company
6 handles a number of condominiums. And that's our
7 individual account number with the management
8 company.

9 Q Now, you testified that all the bills were
10 paid in a timely manner. Did you personally pay the
11 bills?

12 A Well, I can -- I have -- can I say this --

13 Q Did you personally --

14 JUDGE RILEY: Just respond to the question.

15 THE WITNESS: Yes -- no, I did not.

16 MR. GOLDSTEIN: Q But you get a statement from
17 your management company telling you when the bills
18 were paid?

19 A Exactly.

20 Q And that's what you were relying upon to
21 tell us today that all the bills were paid, then, in
22 a timely manner, is that right?

1 A Yes.

2 Q Okay.

3 Just one moment, Judge.

4 JUDGE RILEY: Sure.

5 (Short pause.)

6 MR. GOLDSTEIN: Q Let me ask you just one more

7 question. I guess I asked the same question of your

8 husband earlier.

9 If the Company, Peoples Gas, would

10 offer to put a remote meter reading device on the

11 gas meter for the condominium building, would you

12 have any objection to that?

13 A Well, Peoples Energy told me that it's a

14 requirement after December, that I couldn't call in

15 any more readings. So, I'm assuming it's a must.

16 That it has to be done that way.

17 Q So, you have no objection, right?

18 A No, I have no objection to it.

19 Is that true? Is it?

20 JUDGE RILEY: Well, I'm sorry, you can't --

21 MR. GOLDSTEIN: Nothing else, Judge.

22 JUDGE RILEY: Thank you.

1 Counsel, redirect?

2 MR. SCHENCKER: Yes.

3 REDIRECT EXAMINATION

4 BY

5 MR. SCHENCKER:

6 Q Ms. Williams, if you needed to, if the
7 Commission determined that it needed to see copies
8 of certified receipts for the keys, do you know if
9 you'd be able to provide them?

10 A I'll look for them, but I'm not sure that
11 I -- because that's quite a time period. I would
12 look and see if I could find them.

13 Q There's a possibility that those certified
14 receipts would be in your possession?

15 A I would try to find them. I will try to
16 find them, if I can.

17 Q Now, Counsel asked you if you recall the
18 time when you had seen a Peoples Gas representative
19 use a key and you were unable to identify the date,
20 is that correct?

21 A Exactly.

22 Q You do believe it was sometime in 2005, is

1 that correct?

2 A Once in 2004, and once in 2005.

3 Q And during that time, there was no dispute
4 between yourself and Peoples Energy, was there?

5 A No.

6 Q And so, there wouldn't be any particular
7 reason why you would write down the name of the
8 person who came out, would there?

9 A Exactly. And especially, they showed me
10 their pass -- their identification pass.

11 Q Okay. Now, just to confirm, you testified,
12 both during your direct examination and, again, on
13 cross-examination that the first time you viewed
14 these bills was in response to the May 12th, 2006
15 bill, is that correct?

16 A Exactly.

17 Q And that was when a representative of the
18 management company contacted you to tell you there
19 was an increase in your bill for that previous time
20 period, is that correct?

21 A That's correct.

22 MR. SCHENCKER: Just one moment, your Honor.

1 (Short pause.)

2 MR. SCHENCKER: Back on the record.

3 Q Now, you just mentioned, pursuant to
4 Counsel's questioning, that you took the meter
5 readings, is that correct?

6 A Since this dispute has been going on, yes.

7 Q Would you just describe, very briefly, for
8 the Commission what the process was for you to do
9 that?

10 A Okay. Well, as of the May 12th date going
11 into June, I called Peoples Energy and spoke with
12 various people in the Meter Reading Department, and
13 I have their names, and they told me that the
14 ruling at Peoples Energy is that the meter readings
15 have to be called in before the 9th of each month.
16 So, I, for the next -- since May of '06 -- May 12th
17 of '06 -- I guess it started really in June. So, as
18 of June to current, I -- before the 9th of each
19 month, around the 6th or 7th, or something like
20 that, I would call -- my husband would go
21 downstairs, take the reading and then give it to me
22 and I would call it in to the Meter Reading

1 Department at Peoples Energy. So, I did that from
2 June, all the way through -- to current.

3 Q Were some of these reflected on the
4 billings, the customer readings?

5 A Yes.

6 Q And according to the bills, it appears to
7 begin with the August 14th, 2006 bill, is that
8 correct?

9 A No, it should have started with the June
10 bill.

11 Q So, if you look at the June bill,
12 apparently, even though you called in the numbers,
13 they continued to use the current estimate, is that
14 correct, on the June bill?

15 A Yes, they did.

16 Q Okay. Turning to the July bill. There's
17 also a current estimate, is that correct?

18 A Right.

19 Q And now, with the August bill where it says
20 "current customer" in the meter reading area --

21 A Uh-hum.

22 Q -- so, we know there's some memorialization

1 of that customer reported reading, is that correct?

2 A Right.

3 Q And there's an actual reading from
4 September, is that correct?

5 A Yes.

6 Q And then another customer reading in
7 October, is that correct?

8 A Right.

9 Q And another customer reading in November,
10 is that correct?

11 A Right.

12 MR. SCHENCKER: Okay. Thank you.

13 JUDGE RILEY: Recross?

14 MR. GOLDSTEIN: Since the bills speak for
15 themselves, I have no recross. Thank you.

16 JUDGE RILEY: Ms. Williams, I have one question
17 of my own.

18 EXAMINATION

19 BY

20 JUDGE RILEY:

21 Q Am I to understand that there is just a
22 single meter for the entire six units?

1 A No. There's a meter for the building and
2 six meters, individual meters for each unit.

3 Q And we're only talking about the --

4 A The building meter.

5 Q -- single meter for the common area.

6 A Yes.

7 Q That heats the common area.

8 A Yes.

9 Q Okay. And whatever else it may heat.

10 MR. GOLDSTEIN: Well --

11 THE WITNESS: Yes. We're talking about the
12 meter for the --

13 JUDGE RILEY: No. The question --

14 A Yes. We're talking about --

15 JUDGE RILEY: Okay. Do you have an objection,
16 Counsel?

17 MR. GOLDSTEIN: I have no objection. I don't
18 think it's clear on the record what the boiler
19 heats. I believe the boiler heats all six units,
20 does it not?

21 JUDGE RILEY: Hold on.

22 THE WITNESS: Wait. One question at a time.

1 Let me -- and I'll come back to you.

2 JUDGE RILEY: Q Do you know -- what is this
3 meter hooked up to, this common building heater?

4 A The building meter, what is it hooked up
5 to?

6 Q What does it measure? What gas does it
7 measure, do we know?

8 A I know the individual meters is for our
9 units.

10 Q Right. That would be for the ranges --

11 A I would say it was for -- it was for the
12 boiler, the hot water heater -- the hot water heater
13 and the boiler.

14 Q Okay.

15 MR. GOLDSTEIN: Judge?

16 JUDGE RILEY: Let me finish asking these
17 questions.

18 Q Now, the six units are individually metered
19 themselves.

20 A Yes.

21 Q And do you know what those meters measure?

22 A The gas in their units for their gas stoves

1 and also for the washing machines downstairs.

2 Q Okay. All right.

3 A You know, the gas -- the dryers, I mean.

4 JUDGE RILEY: Counsel, do you have --

5 MR. GOLDSTEIN: I would just point out to your
6 Honor that I believe I asked a similar question of
7 Mr. Williams and Mr. Williams' testimony, as I
8 understood it, was that the individual condominium
9 units -- those meters for the individual condominium
10 units were just for cooking gas. That was my
11 understanding of his response.

12 JUDGE RILEY: Q If there are common washer/
13 dryers down in the basement --

14 A No, that isn't so.

15 Q You said there were washer/dryers down
16 there.

17 A There's washers and dryers -- each unit has
18 their own washer and dryer and their meter -- their
19 gas meter --

20 Q Those individual gas meters are hooked up
21 to those individual washer/dryers?

22 A Yes.

1 Q But, they're located in the basement.
2 A They're located in the basement.
3 Q I mean the washer/dryers are located in the
4 basement?
5 A In the basement. Yes.
6 Q But, they're hooked up to the --
7 A They are hooked up to the individual --
8 Q -- individual meters.
9 A -- meters.
10 Q So, the washer/dryers and the gas ranges
11 are what is measured by the individual meters.
12 A Yes.
13 Q Okay. And the boiler and the hot water
14 tank are --
15 A Is the meter for the building.
16 Q Okay.
17 A So, he didn't understand.
18 JUDGE RILEY: Okay. Thanks.
19 THE WITNESS: Can I ask a question?
20 JUDGE RILEY: No. You have to speak through
21 your Counsel.
22 MR. SCHENCKER: Off the record.

1 JUDGE RILEY: Let's go off the record here.
2 (Whereupon, a discussion
3 was had off the record.)
4 JUDGE RILEY: Okay. That, as far as I'm
5 concerned, completes the examination of
6 Ms. Williams.
7 MR. SCHENCKER: It does.
8 (Witness excused.)
9 JUDGE RILEY: Counsel, we now have the issue of
10 your exhibits.
11 MR. SCHENCKER: Okay.
12 JUDGE RILEY: The first thing I want to know is,
13 can we have those originals? And the reason I'm
14 requesting that is that on Exhibit 3, the notations
15 were made in pencil. Those don't show up at all, so
16 I had to rewrite over those in order to make them
17 legible and that is, actually, an alteration of the
18 exhibit itself.
19 MR. SCHENCKER: I understand, Judge.
20 JUDGE RILEY: Is there any way, do we know, to
21 make a legible copy of those disconnection notices?
22 MR. SCHENCKER: We can see if they can be done

1 at a more advanced copier than we have in our
2 office. I did make several attempts to do that. I
3 know there's a copier here at the Commission. I can
4 see if that copier is of better quality to do it and
5 maybe that would be advisable.

6 If we can take a brief recess, I'll
7 run out and do that. If it can't be, I would guess
8 that with Ms. Williams' permission, the Commission
9 could be the custodian of those until such time that
10 this case is completed at which time if she wanted
11 them back, would it be possible for her to get them
12 back?

13 JUDGE RILEY: That's a question I'd have to find
14 out about.

15 Mr. Goldstein, you had an objection to
16 Exhibit 1 -- a relevance objection to Exhibit 1.

17 MR. GOLDSTEIN: That's correct, Judge.

18 JUDGE RILEY: All right.

19 Counsel, I'm going to agree with
20 Mr. Goldstein on this one. I think it's an attempt
21 to inject an issue into this matter. Really, I have
22 a relevance problem with it myself.

1 So, I'm going to deny Exhibit 1.

2 As far as Exhibits 2, 3, 4, and -- we
3 went up to 5, didn't we?

4 Mr. Goldstein, do you have an
5 objection to any or all of those exhibits?

6 MR. SCHENCKER: Your Honor, for the record,
7 could I just make a statement? I know that you've
8 already ruled on Exhibit No. 1.

9 JUDGE RILEY: Right.

10 MR. SCHENCKER: I would just say, for the
11 record, the Williams were the only owners who had
12 such a notice sent to them. The reason I stated
13 earlier, we do believe that it may indicate some
14 form of retaliation on the part of Peoples Energy
15 against them personally in that no other owner
16 received it. And, presumably, other owners do have
17 to have their meters updated from time to time. And
18 the feeling was by the Williams that, perhaps, it
19 was done as a result of their filing a complaint
20 with this Commission.

21 And, therefore, the relevance would be
22 that if, in fact, this was done for that untoward

1 purpose, then, it should be noted for the record.
2 Obviously, it's up to the Commission to make that
3 determination. And your Honor may still --
4 obviously, we'll have your ruling.

5 JUDGE RILEY: Okay.

6 With regards to Exhibits 2 through
7 5 -- Complainant's Exhibits 2 through 5?

8 MR. GOLDSTEIN: I have no objection to
9 Exhibit 2. 3 and 4 are the disconnect notices.

10 JUDGE RILEY: Right.

11 MR. GOLDSTEIN: And 5 is --

12 JUDGE RILEY: Also a Notice of Gas Termination.

13 MR. SCHENCKER: I think that 3 was one of the
14 two Termination Notices. 4 was the actual Notice of
15 Disconnect. And 5 was the other Notice of Gas
16 Service Termination. The two -- 3 and 5, and this
17 was 4 (indicating).

18 MR. GOLDSTEIN: I guess I have no objection to
19 those, although the relevance is -- I don't see the
20 relevance. I have no objection.

21 JUDGE RILEY: Okay. I do see some relevance.
22 So, I will admit Exhibits 2 -- Complainant's

1 Exhibits 2 through 5 into evidence.

2 (Whereupon, Complainant's
3 Exhibits 2, 3, 4 and 5 were
4 admitted into evidence.)

5 JUDGE RILEY: It's my understanding that
6 Ms. Williams wants to retain custody of those
7 Notices.

8 MR. SCHENCKER: I believe she does. If we could
9 during, perhaps, break, I don't know if your Honor
10 is prepared to hear a brief closing, then, I would
11 attempt to make a copy with the copy machine in the
12 hallway to see if we can get a more legible copy.

13 JUDGE RILEY: Okay. We have a couple of
14 machines we might be able to do that with.

15 MR. SCHENCKER: If possible. If not, then,
16 we've discussed, previously, perhaps, that we can
17 put them on loan to the Commission --

18 JUDGE RILEY: Right.

19 MR. SCHENCKER: -- until which time a decision
20 has been made, at which time they can be returned to
21 Ms. Williams, if she wishes to retain them.

22 JUDGE RILEY: I don't know if that's ever been

1 done before. But, the only one of those Notices
2 that is causing a problem is the one with the
3 penciled-made notation. Everything else showed up.

4 MR. SCHENCKER: We'll attempt to make a copy
5 during our break. And if we're unsuccessful, then,
6 this Court will retain the originals.

7 JUDGE RILEY: All right.

8 Exhibit 3 is the exhibit in question.

9 MR. SCHENCKER: Thank you, Judge.

10 JUDGE RILEY: Having taken care of the
11 Complainant's exhibits, Mr. Goldstein, did you have
12 a witness you wanted to call?

13 MR. GOLDSTEIN: Yes, I do. I would like to call
14 Kay Staley, if I may.

15 (Witness sworn.)

16 JUDGE RILEY: Please proceed.

17

18

19

20

21

22

1 KAY STALEY,
2 called as a witness herein, and after having been
3 first duly sworn, was examined and testified as
4 follows:

5 DIRECT EXAMINATION

6 BY

7 MR. GOLDSTEIN:

8 Q Ms. Staley, would you state your full name
9 and spell your last name for the record, please.

10 A My name is Kay Staley, S-t-a-l-e-y. I'm a
11 Special Service Representative with Peoples Energy.

12 Q And how long have you worked for Peoples
13 Gas?

14 A 27 years.

15 Q And how long have you been a Special
16 Service Representative or Billing Specialist with
17 Peoples Gas?

18 A About five years.

19 Q And how did you become familiar with the
20 6830-32 South Paxton Condominium gas account.

21 A When the formal complaint was received and
22 processed, I was the one who was called to represent

1 my company for it.

2 Q Let's start with the disconnection notices,
3 they're Exhibits 3, 4, and 5 -- Complainant's
4 Exhibits 3, 4 and 5.

5 The first disconnection notice was
6 sent out on June -- as I understand it, it was sent
7 out on -- or posted on June 16th, 2006. Then, there
8 was a Final Notice Prior to Disconnection, dated
9 July 14th, 2006.

10 With respect to those two first, could
11 you explain why there was a Notice of Gas Service
12 Termination and a Final Notice Prior to
13 Disconnection posted and served with respect to
14 Complainant's Exhibit 3 and 4?

15 A These Notices would have been issued or
16 posted if there was a past due amount on the bill,
17 an outstanding bill. And according to this, there
18 was a past due amount of 2000 -- Exhibit --

19 Q 3.

20 A The Notice that was posted on June 16th at
21 6830 South Paxton, shows a past due amount of
22 \$2,968.24.

1 Q Was there a formal complaint filed at that
2 time by the Complainant?

3 A There was no formal complaint filed at that
4 time.

5 Q And what about for the --

6 A July 14 --

7 Q -- July 14th, 2006 Notice of Disconnect?

8 A There had been no formal complaint received
9 at that time.

10 Q And what about for the -- Exhibit 5, which
11 is the Notice of Gas Service Termination, posted on
12 July 19th, 2006?

13 A The formal complaint had not been filed at
14 that point, yet.

15 Q And do you know when the formal complaint
16 was filed, approximately?

17 A It was filed after August 22nd.

18 MR. SCHENCKER: Object, Judge, to that date.

19 The complaint is --

20 MR. GOLDSTEIN: Well, it's August 18th.

21 JUDGE RILEY: Let the record reflect that the
22 complaint was filed on August 18th, 2006.

1 THE WITNESS: Excuse me.

2 MR. GOLDSTEIN: She looked at my appearance,
3 Judge. Sorry.

4 Q Now, I have three exhibits that I'm going
5 to present to you this afternoon, Ms. Staley, and
6 you've had an opportunity to review those exhibits
7 prior to the hearing this morning and afternoon, is
8 that right?

9 A That's correct.

10 Q And the three exhibits that I'm going to
11 show you, are they all part of the books and
12 records, and business records of Peoples Gas Light?

13 A Yes, they are.

14 Q And are they kept in the ordinary course of
15 Peoples Gas business?

16 A Yes, they are.

17 Q Let me show you what I've marked as
18 Respondent's Exhibit 1, which has six parts to it,
19 six separate pages. Could you describe for us what
20 Respondent's Exhibit 1 is?

21 A These are copies of notations that are put
22 on the account after the meter reader has been to an

1 address, and explains if he did not get access, what
2 the date was there, and why he couldn't read the
3 meter -- or he or she could not read the meter.

4 Q And there's a name of each and every one of
5 the pages, where it says, Thank you, Cindy Cicero,
6 meter reading and a telephone number.

7 What is that notation?

8 A That is the name and position and phone
9 number of the person who gave me a copy of these
10 records.

11 Q These records are kept in the ordinary
12 course of Peoples Gas business, is that right?

13 A Yes.

14 Q And starting with Respondent's Exhibit 1A,
15 that shows the date of January 13, 2005, does it
16 not?

17 A Yes, it does.

18 Q And it is for the property at 6830-32 South
19 Paxton Condominium, is that right?

20 A That's right.

21 Q And looking down about halfway on the
22 screen print, there is, in block numbers, the number

1 1905347, what does that refer to?

2 A It's a meter number.

3 Q And that is the meter number for the

4 condominium building?

5 A Yes.

6 Q And, then, there's a notation, "can't --

7 c-a-n-t -- no cond, no key." Do you see that

8 notation on the screen print?

9 A Yes.

10 Q And what does that refer to?

11 A The condition that was on files was that

12 there was a key, there wasn't. So, we didn't have a

13 key.

14 Q And then, there's also the name of a person

15 there, I assume that's William Cooper?

16 A Yes.

17 Q And who is he?

18 A Meter reader.

19 Q Okay. And, then, there's a notation,

20 "no cond, not h-o-m." What does that refer to.

21 MR. SCHENCKER: I would provide an objection at

22 this point. It doesn't appear that that's the same

1 address that's being referred to.

2 MR. GOLDSTEIN: Oh, I'm sorry. It's two

3 different ones.

4 MR. SCHENCKER: It looks to be a notation for --

5 JUDGE RILEY: Counsel, we've got an objection.

6 Does that complete your objection?

7 MR. SCHENCKER: I apologize.

8 MR. GOLDSTEIN: I agree with the objection,

9 Judge.

10 JUDGE RILEY: Okay.

11 MR. GOLDSTEIN: Q All right. Let's turn to

12 Part B of that Exhibit 1. And the first part of

13 that also refers to -- there's a notation for

14 6830-32 Paxton, is that right?

15 A Yes.

16 Q And what is the date of that attempted

17 meter reading for 6830-32?

18 A March 14th and -- March 15th is the date of

19 the reading attempt.

20 Q And what is --

21 MR. SCHENCKER: Excuse me. I just want to know

22 where you're referring to when you say "March 14th,"

1 I just see March 15th.

2 MR. GOLDSTEIN: It's March 15th. She misread
3 it.

4 Q Then it says, "read cd, cnd, cd, can't
5 read," what does all that mean?

6 A The "read cd" is just a read code. I don't
7 know what "cnd" code is. But "can't read" means for
8 whatever reason they could not read the meter.

9 Q Okay. Now, let's turn to the third page of
10 what's noted as 1C. Look at the 6830 South Paxton,
11 that's for that meter, 1905347, and it's dated,
12 5-13-05. Could you tell us what is shown on that?

13 A Again, they couldn't read the meter.

14 Q Now, let's turn to 1D, "D" as in David, for
15 6830 South Paxton. And it says for that meter, "no
16 cond, no key," what does that mean?

17 A The condition that we, again, had on our
18 records that we had a key, did not exist. They did
19 not find a key for that address.

20 Q Let's turn to 1E for 6830 South Paxton.
21 And this is for July 13th, 2006, do you see that?

22 A Yes.

1 Q And, again, the notation "no cond, not
2 home," do you see that?

3 A Yes. That would have meant that somebody
4 attempted to actually ring the doorbell and found
5 whoever not home.

6 Q And then 1F. That's the same kind of
7 notation, again.

8 A Yes.

9 Q All right. Let me hand you what's been
10 marked as Respondent's Exhibit 2, contains an A and
11 a B. Looking first at the top portion of this
12 exhibit. This is another exhibit that's kept in the
13 ordinary course of Peoples Gas business, is it not?

14 A Yes, it is.

15 Q Could you tell us what the information
16 under the 6830-32 Paxton Condominium, what is shown
17 under the term "Remarks," under the "Remarks" column
18 on that page, and what the date of those remarks is?

19 A The date of the remarks that are visible
20 here are June 26th, 2006, Customer called to cancel
21 appointment for meter change, states will call in a
22 reading. I advised customer she may call in

1 readings for six months. After six months without a
2 Company reading, her reading will not be accepted
3 until another Company reading is taken.

4 Q And there's other information contained on
5 the upper portion of that comment. Who makes those
6 kinds of notations on the billing record?

7 A The person with whom she's speaking, either
8 the customer service representative, the supervisor,
9 or myself. Whoever she had spoken with, who she
10 dealt with.

11 Q Now, let's turn to Exhibit 2B, next page.
12 There are remarks up on the top part of that page,
13 too, do you see that?

14 A Yes.

15 Q And those are notations made about under
16 the Remarks section it says, RDR out on 10-6-06,
17 states no key on ring. What does that mean?

18 A The meter reader that was out on
19 October 6th stated that there was no key for this
20 building.

21 Q Now, let's turn to Complainant's Exhibit 2
22 and, specifically, Ms. Staley, the May 12th, 2006

1 bill, this is the bill that started the dispute, did
2 it not, between Peoples Gas and the Complainant?

3 A Yes, it did.

4 Q And this was a bill for a total of
5 \$3,435.41, is that correct?

6 A Yes.

7 Q And as I understand it, this is a balloon
8 bill that takes into account various, as Counsel for
9 Complainant described, cancelling prior billings and
10 revising prior billings so that there was a balance
11 due and owing.

12 Could you describe for us what is
13 meant by your terminology of a "balloon bill"?

14 A A balloon bill occurs when the Company
15 receives a reading on the meter and has not had a
16 reading on the meter for more than a year. The
17 bills have been estimated. Rather than billing the
18 customer for a 30-day period for any additional gas
19 usage, when you go back to the last date the meter
20 was read and redistribute the gas bills over the
21 entire estimated time period to more accurately bill
22 the customer for gas used during a specific time

1 period, not causing them to bill for all additional
2 usage at a higher gas rate, or at one gas rate.

3 Q Now, this rebilling occurred between
4 April 11th, 2000 -- I'm sorry, between November 8th,
5 2004, and April 11th, 2006, did it not?

6 A That's correct.

7 Q And you've looked at the subsequent bills
8 that are part of Respondent's Exhibit 2, did you
9 not?

10 A Yes, I have.

11 Q And in particular, did you look at the
12 November 9, 2006 bill date for the Complainant's gas
13 account, where a deposit request was made?

14 A Yes, I did see that.

15 Q And what was the reason for requesting a
16 deposit, a security deposit, by Peoples Gas on this
17 account?

18 A We would have requested a deposit if there
19 were charges that were not paid on time that were
20 not being disputed.

21 Q And does that bill indicate that there were
22 charges made on that account that were not disputed

1 and that were not paid on time?

2 A What the previous balance showing due on
3 the account is more than what the disputed portion
4 was, so, yes.

5 Q Let me show you what I've had previously
6 marked, Judge, as Respondent's Exhibit 5. I think I
7 would like to revise the marking on the exhibits and
8 mark it as Respondent's Exhibit 3 to make it in more
9 sequential order.

10 JUDGE RILEY: You've lost me. I've got a
11 Respondent's Exhibit 3 right here.

12 MR. GOLDSTEIN: I know. But Respondent's
13 Exhibit 3 is already part of Complainant's
14 Exhibit 2, as is Complainant's Exhibit 4. So, I do
15 not -- unless you would just like --

16 JUDGE RILEY: Did you want to exclude those,
17 Exhibits 3 and 4?

18 MR. GOLDSTEIN: I could -- well --

19 JUDGE RILEY: You have these exhibits for your
20 purposes.

21 MR. GOLDSTEIN: Yes.

22 JUDGE RILEY: All right.

1 MR. GOLDSTEIN: Q We've already discussed the
2 Complainant's Exhibit 3 -- I mean, Respondent's
3 Exhibit 3, Ms. Staley, which is the May 12th, 2006
4 bill date. We've already discussed the
5 November 9th, 2006 bill, which is Respondent's
6 Exhibit 4.

7 Let me turn to Respondent's Exhibit 5.
8 Do you have that in front of you?

9 A Yes.

10 Q And could you describe what that is?

11 A This is the record that we have on file for
12 this particular meter number and the date the meter
13 was read.

14 Q And this is for the 6830-32 South Paxton
15 Condominium Building gas account?

16 A Yes, it is.

17 JUDGE RILEY: What would you call this
18 particular document, Respondent's Exhibit 5? How
19 would you title that?

20 THE WITNESS: Billing history.

21 JUDGE RILEY: Billing history. Thank you.

22 THE WITNESS: Meter reading -- excuse me --

1 meter reading history.

2 JUDGE RILEY: I'm sorry. Go ahead, Counsel.

3 MR. GOLDSTEIN: Q And am I correct that it
4 covers a period from August 16th, 2000, to
5 November 9th, 2006 bill dates.

6 A Yes, it does.

7 Q It shows the dates where there are
8 estimated readings and actual readings and customer
9 readings on the 6830-32 Paxton South Condominium
10 Building gas account, is that right?

11 A Yes.

12 MR. SCHENCKER: For the record, your Honor, I
13 believe it has the read dates. I know that Counsel
14 mentioned November 9th just a few moments ago, but I
15 know, at least, on the top line it indicates a
16 November 6th day, which I think --

17 MR. GOLDSTEIN: That's the read date. And I
18 only referred to the bill dates.

19 MR. SCHENCKER: Just to clarify.

20 MR. GOLDSTEIN: The read dates is a separate
21 column on --

22 MR. SCHENCKER: Okay. I see it now. Thank you.

1 MR. GOLDSTEIN: -- the meter reading history,
2 Counsel.

3 MR. SCHENCKER: Thank you, Counsel.

4 MR. GOLDSTEIN: Q And this exhibit shows not
5 only the bill dates and the read code, which is
6 whether there were estimated readings, actual
7 readings or customer readings, but it also shows
8 that the dates that those readings were either
9 estimated, called in by the customer or actually
10 read by the Company personnel, is that right?

11 A That's correct.

12 Q Now, let me ask you one final question.

13 If a meter reader goes out to a
14 particular premise and makes a notation that the
15 meter reader cannot gain access to the premise. And
16 it's later found out that access was available to
17 that meter reader, what would be the result -- what
18 would happen to that particular meter reader?

19 A The meter reader would be subject,
20 probably, first of all, to disciplinary action,
21 leading up to possible termination.

22 Q Did you find any evidence of any

1 disciplinary action taken by any meter reader for
2 the 6830-32 South Paxton building?

3 A No.

4 MR. GOLDSTEIN: I have nothing else of the
5 witness, Judge.

6 I would move into evidence
7 Respondent's Exhibits 1, 2 -- we could also offer 3,
8 4 and, also, 5.

9 JUDGE RILEY: Counsel, do you have any response
10 to the motion to admit the --

11 MR. SCHENCKER: Well, your Honor, I just want to
12 discuss these matters with the witness prior to
13 their admission, but --

14 JUDGE RILEY: In other words, you would rather
15 do cross-examination?

16 MR. SCHENCKER: I would rather do my cross first
17 and then we'll address those --

18 JUDGE RILEY: All right. I'll hold ruling in
19 abeyance.

20 MR. SCHENCKER: Just like we did in our
21 situation.

22 JUDGE RILEY: Sure.

1 Okay. We'll take a couple minutes.

2 (Whereupon, a short

3 recess was taken.)

4 JUDGE RILEY: Back on the record.

5 Mr. Goldstein, you have completed your
6 direct examination of Ms. Staley?

7 MR. GOLDSTEIN: That is correct, Judge.

8 JUDGE RILEY: We'll turn it over to Counsel for
9 cross-examination.

10 MR. SCHENCKER: Yes, your Honor.

11 CROSS-EXAMINATION

12 BY

13 MR. SCHENCKER:

14 Q Ms. Staley, you testified earlier regarding
15 these Notices that were previously marked, I
16 believe, as Petitioner's Exhibit Nos. 3 and 5, and
17 Final Notice Prior to Disconnection was previously
18 marked as Petitioner's Exhibit No. 4, is that
19 correct?

20 A Yes.

21 Q You testified that during the time period
22 that those Notices were sent, there was no formal

1 complaint file with this Commission, is that
2 correct?

3 A Yes, that's correct.

4 Q And, to your knowledge, what is the time
5 frame for the time period that a notice is made on a
6 bill to -- Notice of Gas Service Termination being
7 served?

8 A Generally, I believe it's 30 days after a
9 bill is due.

10 Q Now, in the event that the consumer, such
11 as Ms. Williams, were to contact the Commission to
12 voice her concerns with a particular bill, would
13 that then postpone the service of a Notice of Gas
14 Termination?

15 A It would postpone it from the point that we
16 were contacted by the Illinois Commerce Commission,
17 stating that a formal complaint had been filed.

18 Q So, if a consumer has a complaint
19 registered, but a formal complaint had not yet been
20 filed, you would still issue the notice, is that
21 correct?

22 A Would you repeat that?

1 MR. SCHENCKER: Could you read that back,
2 please.

3 (Whereupon, the last
4 question was read back.)

5 MR. SCHENCKER: Q Once, again, if a formal
6 complaint had not, yet, been filed, but yet a
7 consumer had lodged a complaint orally by telephone
8 to the Commission, would that postpone the Notice of
9 Gas Service Termination?

10 A No.

11 Q So, the filing of the formal complaint is
12 the prerequisite to the postponement of the Notice
13 of Gas Service Termination being served upon a
14 consumer, is that correct?

15 A The filing has to be received by
16 Peoples Gas in order to postpone the termination, or
17 the Notices.

18 Q I'm going to direct your attention back to
19 what was previously marked Respondent's Exhibit
20 No. 1A. You described, for the record, of the three
21 entries on this particular page, the top entry is
22 the only entry referring to 6830-32 Paxton, is that

1 correct?

2 A The top -- yes.

3 Q There are three entries on the page
4 indicating three different addresses. The only
5 entry that we're referring to is for January -- it
6 looks like it was entered on January 12th, 2005, at
7 least, that's what's written toward the top of the
8 page, is that correct?

9 A Are you referring to the notepad part?

10 Q Yes. It says 1-12-05, is that correct?

11 A That says 1-12-05, yes.

12 Q And the date in question is 1-13-05, is
13 that correct?

14 A Yes.

15 Q And can you explain to me, please, on the
16 right side where it says, "Skip can't read report,"
17 and it has the route number. What does that mean?

18 A I believe that means that they couldn't
19 read the meter because -- whatever reason. I don't
20 know.

21 Q And, then, there's another indication in
22 the middle that says, "can't read." Is that

1 something that's normally circled, or it says, "read
2 cd, cnd, cd, can't read, Type 02, (inaudible)."

3 What does that mean?

4 A The only thing I know, they couldn't read
5 the meter. I don't know what the other two mean.

6 Q Are those just -- is this the normal entry
7 you would have on any computer entry that has those
8 and then they would be circled or notated? Is that
9 how it works?

10 A It wouldn't be circled because it's on the
11 computer.

12 Q Okay. Did he highlight it?

13 A I believe these are simply codes that are
14 put in when they can't read the meter.

15 Q And I'm guess I'm trying to have you
16 determine for me, the definitive notation that is
17 made that will let a reader know what happened when
18 Mr. William Cooper who, apparently, conducted this
19 particular meter reading, experienced some
20 difficulty or not.

21 MR. GOLDSTEIN: Could I ask what the question
22 is, Counsel?

1 MR. SCHENCKER: Sure.

2 Q I'm trying to find out what exactly
3 Mr. Cooper said and where it was notated that that's
4 what his notation was. He's the notation we just
5 discussed, the upper right-hand corner, underneath
6 the words, "Peoples Energy," is that normally where
7 a description would be as to what took place during
8 the period?

9 A The upper right-hand corner is where he's
10 saying that they couldn't read the meter.

11 Q Is that him saying that? That's my
12 question.

13 A It's the meter reader saying that. Yes.

14 Q It is.

15 A Yes.

16 Q Thank you.

17 So, for January -- is that correct,
18 January 13th, '05?

19 A Yes.

20 Q Okay. Directing your attention to
21 Exhibit B -- before we get to that.

22 January 13th, '05, is in the disputed

1 time frame that we're discussing between
2 November 8th, 2004, and April 11th, 2006, is that
3 correct?

4 A Yes, it is.

5 Q The next date. There's a number of
6 entries. The one entry that was referred to by
7 Counsel earlier on 1B, would be for March the 15th,
8 2005, is that correct?

9 A Yes.

10 Q And that was also made by Mr. Cooper, is
11 that correct?

12 A It's made by the meter reader.

13 Q He's the meter reader's name identified on
14 this particular document?

15 A William Cooper is the name of the customer
16 who lives at the next address.

17 Q Okay. So, going back to Exhibit A, then,
18 the reference to William Cooper, who lives at
19 6846 South Paxton, so the identity of the meter
20 reader is not disclosed in that earlier Respondent's
21 Exhibit A1, is that correct?

22 A That's correct.

1 Q And the same for Exhibit 1B, the identity
2 of the meter reader is not disclosed, but the
3 notation on the right-hand side under the words,
4 "Peoples Energy," does describe what took place?

5 A That's correct.

6 Q Okay. And March 15th, 2005, is within the
7 disputed time frame, is that correct?

8 A Yes, that's correct.

9 Q Turning your attention to Exhibit 1C. Once
10 again for this time, for May 13th, 2005, the meter
11 reader's explanation is to the right-hand side of
12 the exhibit, is that correct?

13 A Yes, that's correct.

14 Q And that's also during the disputed time
15 frame, is that correct?

16 A Yes.

17 Q Directing your attention to Exhibit 1D.
18 There's no comments on 1D, is there, for the meter
19 reader, is that correct?

20 A Just says "no key." Right in the middle.

21 Q So, you're saying the addition -- in
22 addition to the upper right-hand corner on

1 Exhibits A, B, C, and D, whatever is typed on the
2 bottom middle, is also from the meter reader, is
3 that correct?

4 A It could be. Yes.

5 Q So, on Exhibit A, it says "no condition, no
6 key." So, that should be taken in conjunction with
7 the upper right-hand corner, "Skip can't read
8 report," is that correct?

9 A Yes.

10 Q The same, "can't read," on B, should be
11 taken in conjunction with the other comments on the
12 upper right?

13 A Yes.

14 Q And same with Exhibit 1C, "can't read," and
15 the other notation.

16 Now, could you explain to me why on
17 Exhibit 1D there's no additional comment other than
18 "no key"?

19 A No.

20 Q It does appear as if on Exhibit 1A, in
21 addition to saying "no condition, no key," there was
22 also another comment, and that comment is not

1 present on 1D, is that correct?

2 A That's correct.

3 Q And that is -- the reading is for
4 January 12th, 2006, is that correct -- or it does
5 not appear to be definitely notated as to what the
6 date was, on 1D?

7 A That's correct.

8 Q So, we don't know exactly what that date
9 is. But each of the prior exhibits, 1A, B, and C,
10 each were entered one day before the actual date, is
11 that correct?

12 To be specific --

13 A Yes, I see.

14 Q -- A it says 1-12, and then the date is
15 1-13. And then B is 3-14 and the date is 3-15. And
16 C is 5-12, the date is 5-13. So, we're presuming
17 that if the date of entry was 1-12, let's say, then
18 it would be most likely 1-13, but we don't know
19 definitively, is that correct?

20 A That's correct.

21 Q And that period is within the disputed time
22 period, is that correct?

1 A Yes.

2 Q Turning your attention to 1E, the date
3 appears to be July 13th, 2006, is that correct?

4 A Yes.

5 Q That does not appear to be within the time
6 frame that's in dispute in this matter, does it?

7 A No.

8 Q And with regards to the next page, 1F,
9 dated 9-12-06, it also does not appear to be within
10 the disputed time frame, is that correct?

11 A That's correct.

12 Q So, this Exhibit 1, it appears that during
13 the time frame in question, from November 8th of
14 '04, to April 11th of '06, that there were four
15 occasions where someone had attempted to come out
16 and was unable to do so for whatever reasons, is
17 that correct?

18 A That's correct.

19 MR. SCHENCKER: Your Honor, for the record, I
20 can withhold for the remainder, but we would object
21 to Exhibit 1E and F as not being within the time
22 frame in dispute.

1 JUDGE RILEY: All right.

2 MR. SCHENCKER: Q Turning your attention to
3 Exhibit No. -- Respondent's Exhibit No. 2. It
4 appears to be dated June 26th, 2006, is that
5 correct.

6 A That's correct.

7 Q On June 26th, 2006, so that was not during
8 the relevant time period that's the subject of this
9 disputed hearing, is that correct?

10 A That's correct.

11 Q Also, turning your attention to 2B. It
12 appears to have been written on October the 6th of
13 2006, is that correct?

14 A Yes.

15 Q And October 6th, 2006, is not within the
16 relevant time period that we've discussed here
17 between November 2004 and April 2006, is that
18 correct?

19 A Yes.

20 MR. SCHENCKER: Your Honor, for the same
21 reasons, I would object to Respondent's Exhibit
22 No. 2 as not within the time frame that's in

1 dispute.

2 JUDGE RILEY: Okay. Understood.

3 MR. SCHENCKER: Q You mentioned with regards to
4 what was previously marked as Respondent's Exhibit
5 No. 4, there's something called a balloon bill, is
6 that correct -- excuse me -- Respondent's Exhibit
7 No. --

8 MR. GOLDSTEIN: 3.

9 MR. SCHENCKER: Q -- 3. My apologies, Counsel.
10 There's something called a balloon
11 bill. Could you explain that to me, please?

12 A A balloon bill, again, is when we take --
13 when a meter reading has been obtained on an account
14 and the usage is higher than the last estimated
15 reading, the system automatically rebills the
16 account for the entire estimated period. That's in
17 order to ensure that the customer is not being
18 billed for all the excessive gas usage, that
19 whatever the rates are at the time the billing
20 occurs and not -- redistributes it equally over the
21 entire estimated time period.

22 Q So, is this -- you mentioned it's

1 automatic -- something that's done automatically.

2 Is that done by a computer?

3 A Yes.

4 Q So, there's no human person who is doing

5 data entry for this particular item, is that

6 correct?

7 A Right. That's correct.

8 Q So, it's your position, then, that -- just

9 for my clarification, that this sort of thing would

10 happen at any time if, in fact, there was an

11 extended period of time where only estimated

12 readings were taken and no actual readings were

13 taken, is that correct?

14 A This would only happen when there's an

15 actual reading taken after several estimated bills.

16 Q Now, do you know what -- strike that.

17 Is there a regulated time frame as to

18 how often Peoples Energy takes meter readings for

19 each meter?

20 A We attempt to read the meter every other

21 month.

22 Q Every other month?

1 A Yes.

2 Q So, approximately, six times a year?

3 A Yes.

4 Q Now, according to Exhibit No. 1 --

5 Respondent's Exhibit No. 1, there were four

6 occasions during these 17 months that Peoples Energy

7 has a documented effort to take a meter reading, is

8 that correct?

9 A Yes.

10 Q Were there any additional documented meter

11 reading efforts that were not represented in

12 Exhibit 1, other than those that were represented in

13 Exhibit 1?

14 A There's no other documented.

15 Q So, Exhibit No. 1 would indicate the --

16 that during the time period in question, there were

17 four -- only those four attempts during the 17 month

18 time frame.

19 A There were four attempts that I know of.

20 Q That are documented.

21 A Yes.

22 Q Okay. So, that would be less than even

1 what would be required for one year, is that
2 correct? Normally, you testified a moment ago, that
3 you expect there be six in a year, right?

4 A An attempt to be made six in a year.

5 Q So, if there were only four in 17 months,
6 that would be --

7 A Less.

8 Q -- less than what would normally be
9 expected, is that correct?

10 A Correct.

11 Q Directing your attention again to
12 Exhibit No. 4, which is the most recent bill,
13 November 9th, 2006, you referenced to a security
14 deposit. Would you please clarify what the need is
15 for a security deposit in this case?

16 A According to the billing statement,
17 November 9th, a security deposit was requested
18 because of past due payments, which is, generally, a
19 requirement when there are past due bills, is our
20 policy to request a security deposit.

21 Q Could you point out to me, other than the
22 amount that's in dispute, from the billing, for the

1 last two years, where there was a past due payment?
2 And I'm referring you to Exhibit 2 of the previous
3 Petitioner's exhibits, which is the aggregate group
4 exhibit of Peoples Gas bills.

5 A If there are bills that are in here that
6 were not in dispute and were not paid.

7 Q Would you show me which ones those are,
8 please.

9 A There's a bill here issued August 14, total
10 current charges are 1- --

11 THE REPORTER: I'm sorry, I can't hear you,
12 ma'am.

13 MR. SCHENCKER: Q No, that's still the disputed
14 amount that we've had ever since --

15 A This was not an open dispute at that time.

16 Q I believe it was.

17 MS. WILLIAMS: Here. Here. Take mine
18 (indicating).

19 MR. SCHENCKER: Q If I can direct you to --
20 back to the May 12th, 2006 bill, and that same
21 amount has gone up slightly from that point on. If
22 we go forward from May 12th, it says 2782.17 as the

1 balance. And, then, it goes up 2823.07, 2868.95.

2 A The bill may not have been disputed at that
3 point, on these dates.

4 Q Well, there's no notation that it has not.

5 You're saying that the formal
6 complaint has not been filed, that's why?

7 A Yes.

8 Q Okay. I'm just trying to understand what
9 you're saying.

10 A Yes. Until the formal complaint was
11 received, the bills were not being paid in their
12 entirety.

13 Q Oh, okay. So, once the formal complaint
14 was received, then, when was there a past due?
15 Because, obviously, in the next two bills, as it is
16 clearly delineated in the Message section, there's a
17 2914.63 in dispute, which is the exact number that
18 you're looking at -- if you look at it, it says,
19 Activities since last bill, and you're pointing out
20 the 2914.63.

21 If you look down, you'll see that in
22 the Message section it says, Of the total balance

1 2914.63 is in dispute and not included, is that
2 correct?

3 A Beginning with the September bill. Yes,
4 that's correct.

5 Q And then it's also notated on the October
6 bill, is that correct, the last two lines?

7 A Yes.

8 Q So, therefore, you're indicating -- your
9 testimony, that this past balance due that was the
10 amount that led to the need for a security deposit,
11 is the amount that's in question here from this
12 particular hearing, that's the subject of the
13 dispute between the parties.

14 So, therefore, I asked you, other than
15 the disputed amounts that have been -- with late
16 charges, it's currently at 2914.63. Other than that
17 disputed amount, which was originally May the 12th,
18 2006, 2782.17, which was the differential between
19 the cancelled prior billing and the revised prior
20 billing, is there any other indication that there
21 was a late payment made, or not made, during that
22 time period?

1 It was a late payment charge on the
2 next bill of 3 cents. It doesn't matter the amount.
3 The fact that there were past due charges on the
4 account, after the dispute was filed, would be the
5 reason why the deposit was requested.

6 MR. SCHENCKER: Q So, you're saying that the
7 \$2,000 balance was as a result -- the \$2252, excuse
8 me, that's requested as a security deposit was done
9 because of the fact that there's a late payment
10 charge of \$2.50 on the disputed amount, that we're
11 having a hearing on today, is that correct?

12 A No. It was on an amount that was owed
13 before the dispute.

14 Q How do you determine that it was owed
15 before the dispute, looking at the -- if the case
16 was filed on August the 18th, and the bill was
17 written on November the 12th, and the dispute was
18 already ongoing, a complaint had been filed. And
19 even on that bill it says that 2914.63 is in
20 dispute.

21 So, you're saying that in spite of
22 that fact, that the complaint had been filed, there

1 still was a \$2.50 late payment charge, which is the
2 source of the \$2500 security deposit that's being
3 requested, is that correct? And, presumably the
4 3-cent charge that was also as a result of this --
5 on the next month's bill, is that also the late
6 payment source that you're describing that led to
7 the security deposit -- that was the necessity of
8 the security deposit?

9 A Based on the amounts they're showing due,
10 159.47 and 156.97 were paid. That's a \$2.50
11 difference.

12 Q So, is that what you're -- when you're
13 referring to the reasoning, are those the late
14 payment charges that you're talking about?

15 A Yes.

16 Q So, that's a total of \$2.53, which we're
17 discussing, at least, from the time the complaint
18 was filed, is that correct?

19 A Yes.

20 Q Okay. I would like to refer you to
21 Respondent's Exhibit No. 5, which is called a meter
22 reading history. I think you called it that

1 previously, is that correct?

2 A Yes.

3 Q This particular printout, is this something
4 that would normally be sent to the consumer?

5 A No.

6 Q This is an internal document that
7 Peoples Energy uses for its own recordkeeping
8 purposes, is that not correct?

9 A That's correct.

10 Q Now, there's a number of entries here.
11 Could you tell me why, for example, there appeared
12 to be, possibly, 30 entries on May the 12th?

13 JUDGE RILEY: Let the record reflect there are
14 multiple entries here.

15 MR. GOLDSTEIN: Is your question, why are there
16 so many entries, Counsel --

17 JUDGE RILEY: Hold on.

18 MR. GOLDSTEIN: -- rather than counting them
19 all?

20 JUDGE RILEY: Strike that.

21 MR. SCHENCKER: I'm sorry, your Honor and
22 Counsel, for the delay.

1 Q I believe there are 33 entries for
2 May 12th. Could you tell me why there are so many?

3 A It's showing on May 12th that we would have
4 cancelled the original bill. Say, for example, the
5 first one you see, it shows "active, 12-9-04," and
6 then it shows "back out," right before that 12-9-04.
7 It shows the bill that we cancelled and the
8 rebilling for that particular month, and that was
9 all done on May 12th.

10 Q What is the necessity for multiple entries
11 you're saying?

12 A Showing that the original estimate reading
13 done on December 9th of 2004 was 57807. And we
14 recalculated an estimated reading of 57179, and
15 that's based on the reading that we took on
16 May the 12th of 2006.

17 Q These particular entries were then
18 summarized in that May 12th bill where it says,
19 "Cancel prior billing, 11-8-04"? So, this is for
20 every entry from 11-8-04 to April 11th, 2006, is
21 that correct?

22 A That's correct.

1 JUDGE RILEY: I don't get where you got 11-8-04.

2 THE WITNESS: 11-8-04 would have been the bill
3 prior to 12-9-04.

4 MR. SCHENCKER: Your Honor, if you refer to the
5 May 12th bill, there's -- Exhibit No. 2.

6 JUDGE RILEY: Okay.

7 MR. SCHENCKER: We discussed to some degree that
8 they cancelled all the prior billing for that time
9 frame, which amounted to, approximately, 24,444.73,
10 and then rebilled my client for 27,444.43.

11 JUDGE RILEY: Right.

12 MR. SCHENCKER: And, apparently, the way they
13 entered those entries is individually. So, I think
14 that's what the witness is saying.

15 JUDGE RILEY: I'll assume your questioning was
16 just clarification.

17 MR. SCHENCKER: It is clarification of this
18 document that is, on its face, somewhat confusing.

19 I do note on the document from a time
20 period in question, April 8th of '04, where there's
21 an active -- it said there was an actual reading,
22 that there was no other entry for each of those --

1 it says "system estimate" for every entry beginning
2 12-13-04 until 5-12 of '04.

3 MR. GOLDSTEIN: 5-12-06.

4 MR. SCHENCKER: 5-12 of '06, excuse me. Thank
5 you, Counsel.

6 And for some reason, most of those
7 entries on 5-12 say "system estimate," except for
8 the one, it says "P1905347 actual," and it has a
9 meter reading of 2828629.

10 Q So, I don't know, if you could explain the
11 reason why there is just one actual and all the rest
12 are estimate, if they have all been corrected during
13 that time?

14 A The bills were redistributed -- the
15 readings were redistributed -- the computer has a
16 degree rate factor that figures out automatically.
17 If the period from January to February say they used
18 1,000 degree days, which is relevant to the weather,
19 it's going to redistribute the entire estimated
20 readings going from '04 to '06, based on degree
21 days. So, we're going to estimate lower usage in
22 the warmer months; higher usage in the winter

1 months.

2 If you're looking at a back-out bill
3 of January 10th of '05, the original estimated
4 readings were 2312 cubic feet of gas. The
5 re-estimated reading was 24- -- (inaudible.) So,
6 these are still estimates during this time period.
7 They're just adjusted for weather.

8 Q So, would you agree, based on this
9 particular meter reading history, that during the 17
10 months from November 8th, '04, to April 11th, '06,
11 that there were no actual readings taken, is that
12 correct?

13 A Yes.

14 Q And based on your earlier Exhibit No. 1,
15 there were four attempts, during that 17 months, to
16 take a meter reading, is that correct?

17 A Yes.

18 Q And those attempts were unsuccessful for
19 whatever reasons, on Exhibit No. 1, is that correct?

20 A Yes.

21 MR. SCHENCKER: Your Honor, I believe that
22 concludes our cross-examination. I don't know if

1 Counsel has redirect.

2 JUDGE RILEY: Thank you very much.

3 Mr. Goldstein, do you have any
4 redirect?

5 MR. GOLDSTEIN: Yes, I do.

6 REDIRECT EXAMINATION

7 BY

8 MR. GOLDSTEIN:

9 Q Ms. Staley, if the actual reading taken on
10 May 12th, 2006, was lower than what the estimated
11 reading would have been on that date, what kind of
12 bill would have been issued on that May 12th, 2006
13 bill date?

14 A If the meter reading taken on May 12th was
15 lower than the last estimated reading?

16 Q Yes.

17 A We would have had to cancel however many
18 estimated bills were higher than the reading that we
19 took on May 12th.

20 Q And what would the end result be of an
21 amount due for that May 12th, 2006 bill?

22 A If all of the bills had been paid, there

1 would have been a credit on the account.

2 Q Now, with respect to Respondent's
3 Exhibit 1, which were the meter reading attempts,
4 questions that were asked by Complainant's Counsel,
5 am I correct those would be four attempts that were
6 provided you by the Meter Reading Department for the
7 relevant time period in question?

8 A Yes.

9 Q And there were two other attempts made
10 subsequent to the relevant time period, the '04 to
11 May '06 time period, which had, in effect, the same
12 result as those four attempts during the relevant
13 time period, is that right?

14 A Yes.

15 MR. SCHENCKER: Still object to the relevance.
16 It goes to outside cross.

17 JUDGE RILEY: Okay. That's understood, Counsel.

18 MR. GOLDSTEIN: Q Now, Respondent's Exhibit 5
19 is the meter reading history of the 6830-32 South
20 Paxton Condominium Building. If a customer were to
21 request a meter reading history, or billing history,
22 from the Company, would the Company provide it?

1 A Yes.

2 Q And, as I understood your responses to
3 Plaintiff's Counsel's cross-examination, with
4 respect to the various May 12th, 2006, entries on
5 the meter reading history, to summarize that, would
6 I be correct to say that what the Company does is go
7 back to the original date where they do not have an
8 actual reading, that was in December of 2004, and,
9 in effect, rebill the account on a month-by-month
10 basis, all the way up to the date that the Company
11 had an actual reading, in May of 2006?

12 A That is correct.

13 MR. GOLDSTEIN: I have nothing else.

14 JUDGE RILEY: Recross?

15 MR. SCHENCKER: Just briefly.

16 RECROSS-EXAMINATION

17 BY

18 MR. SCHENCKER:

19 Q So, you just testified that they -- that
20 Peoples Energy will go back to the original date and
21 there was an actual reading, rebill the account. Do
22 they take into consideration the financial

1 circumstances of the individual client?

2 A No.

3 Q And did they take into consideration
4 regular bill payment and good payment history?

5 A No.

6 Q So, it's just a matter of taking care of
7 one number to another number, is that correct?

8 A One meter reading to another meter reading.
9 Yes.

10 Q Just to clarify.

11 One actual number to another actual
12 number.

13 A Yes.

14 Q So, what you're saying is that anytime --
15 if there's an estimated reading used, then, you're
16 saying that Peoples goes back and refunds that time
17 period and rebills for the new actual?

18 A Not quite that terminology, but, yes,
19 that's the idea.

20 Q In your experience, would Peoples Energy --
21 have you ever seen a time frame this long, 17
22 months, where only estimated bills were used?

1 A Yes, I have seen this before.

2 Q Would you say this is a regular practice
3 with Peoples Gas?

4 A No.

5 Q Counsel asked you whether or not if someone
6 had requested a meter reading history, whether
7 Peoples Gas would provide it, is that correct?

8 A Yes.

9 Q You said that they would.

10 A Yes.

11 Q And how would a customer come into
12 knowledge that such a document exists?

13 A In my experience, when a bill like this, is
14 disputed, there's estimated bills, the customer
15 would request documentation to support what we're
16 saying on their own. And what we would respond with
17 to her is what we have and go forward.

18 Q To your knowledge, are you aware of any
19 customer requests for this particular meter reading
20 document, prior to taking it?

21 MR. GOLDSTEIN: In this particular --

22 JUDGE RILEY: Hold it.

1 Counsel, is the witness understanding
2 the question?

3 MR. GOLDSTEIN: I don't understand it.

4 THE WITNESS: I believe he's asking if I have
5 any knowledge that the customer requested any
6 history of their account prior to the formal
7 proceeding.

8 MR. SCHENCKER: Q Any customer --

9 MR. GOLDSTEIN: Is this a global question?

10 MR. SCHENCKER: It's a global question. Yes.

11 If I didn't state it properly, I can
12 restate it.

13 THE WITNESS: Customers have requested this
14 information of us many times, and the information is
15 provided.

16 MR. SCHENCKER: Q It wasn't requested in this
17 case?

18 A Not to my knowledge.

19 MR. SCHENCKER: I have nothing further.

20 JUDGE RILEY: Thank you very much.

21 Thank you, Ms. Staley.

22 (Witness excused.)

1 JUDGE RILEY: That concludes.

2 Do you have any other witnesses,

3 Counsel?

4 MR. GOLDSTEIN: No. I have no further

5 witnesses.

6 JUDGE RILEY: All right. You have no one in

7 rebuttal?

8 MR. SCHENCKER: Not that I know of.

9 Do we have any other witnesses that

10 could testify --

11 THE WITNESS: No.

12 MR. SCHENCKER: Apparently not. .

13 Now, I initially intended to give an

14 oral closing. You prefer written closings, you

15 said?

16 JUDGE RILEY: Right. Traditionally -- I

17 shouldn't say "traditionally" --

18 MR. SCHENCKER: Could we go off the record for

19 just a moment?

20 JUDGE RILEY: Okay. Let's go off.

21 (Short pause.)

22 JUDGE RILEY: Back on the record.

1 MR. SCHENCKER: Your Honor, my client has
2 expressed to me that she would prefer if I did a
3 brief oral closing, and Counsel, certainly, is
4 welcome to, also. Obviously, if your Honor rules
5 that a written closing is required, then, we will,
6 of course, comply with the Court's order.

7 JUDGE RILEY: Mr. Goldstein, you indicated that
8 you're not prepared to do a closing argument today.

9 MR. GOLDSTEIN: Well, I would be prepared to --
10 I just have a few sentences that I would throw
11 together and respond to Counsel's closing argument.

12 I assumed by his opening statement,
13 that he had pretty much summed up the position of
14 the Complainant in this manner. I may be wrong.

15 JUDGE RILEY: Okay.

16 MR. SCHENCKER: For the most part, I have summed
17 up. You know, I could make a similar summation. I
18 guess, that is what I was thinking of doing, your
19 Honor. Then, you would have the full record in
20 front of you to make a decision at that time.

21 JUDGE RILEY: Okay.

22 MR. SCHENCKER: I'm just trying to, candidly,

1 save my client --

2 JUDGE RILEY: I understand. It's an economic
3 move.

4 I don't have any problem with a
5 closing statement.

6 MR. GOLDSTEIN: What about the admission of the
7 exhibits, your Honor.

8 JUDGE RILEY: That's what I was just getting to.

9 MR. GOLDSTEIN: Thank you.

10 JUDGE RILEY: And you had an objection to these,
11 being outside the scope of the time frame.

12 MR. SCHENCKER: Yes. I did not object to 1A, B,
13 or C, because they are, obviously, within the time
14 frame. I objected to 1E and F because they were
15 outside the time frame, as I objected to No. 2A and
16 B as outside the time frame.

17 MR. GOLDSTEIN: Let me respond, if I may, Judge.

18 Much of Ms. Williams' testimony dealt
19 with matters that were totally outside the May 12th,
20 2006 time range, that is, what happened subsequent
21 to the billing that occurred on May 12th, 2006. I
22 did not object to that. I think that for the

1 purposes of a complete record, we ought to have all
2 of that in the record and that's the reason I did
3 not object. I guess, I could have made the same
4 objection to Counsel's subsequent bills and so on
5 and so forth.

6 I think that it all should be admitted
7 and let's go from there.

8 JUDGE RILEY: The only thing that I was going to
9 bring up, Counsel, is that I've already admitted
10 Complainant's Exhibit 2 into evidence. And that
11 runs from -- those bills run from November 8th,
12 2004, to November 9, 2006. That's what I've been
13 considering as the time frame for this.

14 MR. SCHENCKER: I understand, your Honor. I
15 just make the objection for the record.

16 JUDGE RILEY: Okay.

17 MR. SCHENCKER: And it has been made, I think.

18 JUDGE RILEY: Okay. Let's go from there.

19 You wanted to make a closing statement
20 at this time.

21 MR. GOLDSTEIN: Are we admitting --

22 JUDGE RILEY: I'm sorry.

1 MR. GOLDSTEIN: -- Respondent's Exhibits 1
2 through 5 in their entirety?

3 JUDGE RILEY: Over the objections so specified
4 by Counsel, yes. Respondent's Exhibits 1 through 5
5 are admitted into evidence.

6 MR. GOLDSTEIN: Thank you, Judge.

7 (Whereupon, Respondent's
8 Exhibits 1 through 5
9 were admitted in
10 evidence.)

11 JUDGE RILEY: After the closing remarks --
12 respective closing remarks, let's see if we can get
13 a more legible copy of that Exhibit 3.

14 MR. SCHENCKER: Off the record for one more
15 moment?

16 JUDGE RILEY: Okay.

17 (Whereupon, a discussion
18 was had off the record.)

19 JUDGE RILEY: Okay. Let's go back on the
20 record.

21 MR. SCHENCKER: Your Honor, Counsel, ladies and
22 gentlemen.

1 6830-32 Paxton Condominium Association
2 has been mistreated by Peoples Gas Light and
3 Electric (sic).

4 From November 8th, 2004 to
5 April 11th, 2006 the Association paid every bill
6 issued to it by Peoples in a timely manner. During
7 the time period unbeknownst to the Association,
8 Peoples had been billing the Association, and we're
9 very well aware from testimony today -- could we go
10 off the record for a second? Counsel just yawned
11 because --

12 MR. GOLDSTEIN: I didn't yawn.

13 I object to that, Counsel.

14 JUDGE RILEY: No. No. We're still on the
15 record.

16 MR. SCHENCKER: I didn't mean "yawn," but I
17 think -- the sigh that was given, I think, is in
18 anticipation of, perhaps, what I'm going to say
19 because it's similar --

20 MR. GOLDSTEIN: You're saying exactly the same
21 thing that you --

22 JUDGE RILEY: Excuse me. Why don't we --

1 Counsel, just give your closing statement.

2 Let's hear what he has to say. Then,
3 you can give your responses and we're done.

4 MR. GOLDSTEIN: Okay.

5 JUDGE RILEY: Please proceed.

6 MR. SCHENCKER: Thank you.

7 We've heard testimony today concerning
8 this time period. Unbeknownst to the Association,
9 Peoples Energy had been billing the Association
10 based on estimated and not actual meter readings.
11 During the same time frame, both my clients, Myrna
12 and Abner Williams, testified that Peoples Energy
13 was given a key, and, according to their
14 recollection, on six occasions they attempted to
15 come in. Obviously, according to Peoples Energy
16 there were four attempts, according to Exhibit 1
17 they presented here today, to gain entry. And all
18 four of those, according to Peoples Energy, were
19 unsuccessful.

20 On May 12th, 2006, Peoples decided to
21 take an actual meter reading. A new bill was
22 issued. We discussed that bill at some length here

1 today, the disputed amount, during the time frame,
2 \$2782.17 for the time period November 8th, 2004 to
3 April 11th, 2006.

4 The Association complained, both to
5 the Commission, before filing its complaint, and to
6 Peoples Energy, itself, in an attempt to resolve the
7 matter. Was unable to resolve it. On August 18th,
8 2006 a formal complaint was filed in this case.

9 During the prior period of time, on
10 June 16th and July 29th, Notice of Gas Service
11 Termination was placed outside the front door,
12 despite the fact that comments were directed to
13 Peoples Energy by my client indicating that they
14 were disputing that particular issue, but no formal
15 complaint had been filed. As the witness for
16 Peoples Energy has testified, that unless they
17 receive a formal complaint, they would continue to
18 put the termination sign up.

19 The Association always made its
20 payment on time. In the process of disputing this
21 bill, the Gas Company now has decided it wants to
22 quash any questioning of billing practices. And has

1 imposed, based on testimony earlier today -- based
2 on \$2.50 charge and a 3-cent charge in the two bills
3 from, I believe, it was from September of '06 and
4 October of '06, based on that \$2.50 charge and the
5 3-cent charge, they've decided that a \$2500 deposit
6 must be placed on this particular account because of
7 alleged late payments. My clients feel that this
8 action is petty, and in spite of the fact that it's
9 a billion-dollar company and a very small
10 association.

11 In particular, the Association --
12 there's no other way to say it, is in financial
13 hardship. It's a difficulty. This \$3,000 means a
14 lot to them. It means that maybe they can continue
15 to get through the witness without having to get a
16 loan, an additional loan. It means a lot to them
17 and they feel that it's unreasonable that only four
18 attempts had been made in 17 months to read the
19 meter and no actual readings had been gained during
20 that time. They don't believe that a state charter
21 monopoly should act that way. They do believe it's
22 not in the spirit of the Commerce Commission's

1 charter, as I testified in my opening statement.

2 As a result, the Association requests
3 that this Tribunal issue a ruling that my clients do
4 not owe the \$3,000. That they are not required to
5 have a security deposit on their account because
6 they have consistently made payments on time over
7 the years.

8 I feel that the Gas Company had the
9 means to gain actual readings, but chose instead to
10 use the estimated during that time frame. And I
11 don't feel they've made an adequate effort to obtain
12 the actual readings during the course of that time
13 frame. As a result, we seek the ruling that we just
14 mentioned, \$3,000 be credit to their account and
15 that they not be required to have a security
16 deposit.

17 Thank you.

18 JUDGE RILEY: Thank you, Counsel.

19 MR. GOLDSTEIN: Fortunately, my closing
20 statement is going to be slightly longer, Judge.

21 JUDGE RILEY: Please get to it.

22 MR. GOLDSTEIN: But, I will get to it.

1 Peoples Gas has every right to
2 back-bill this account 17 months. Commission rules
3 provide for the Company to go back two years on a
4 Rate 2 customer. That's No. 1. And the rebilling
5 occurred between two actual readings, which we've
6 discussed at length in this proceeding.

7 There has been no actual proof of any
8 key being provided by the Condominium Association to
9 Peoples Gas.

10 All the bills that we've been
11 discussing, both during the disputed time period and
12 subsequent to it, were issued to the management
13 company of the Association. If there was a lack of
14 communication between the management company and the
15 Association with respect to estimated bills, we
16 cannot be held responsible for that.

17 With respect to the notices of
18 discontinuances, those notices were provided
19 subsequent to the filing of the formal complaint in
20 this matter. There were no dollar amounts in
21 dispute at those times, in June and July of 2006
22 when those notices were posted. In any event, there

1 was never any disconnection of service to the
2 Condominium Association during this proceeding or
3 even prior to this proceeding.

4 The hardship that Counsel for the
5 Complainant has described, is simply not relevant to
6 the ultimate outcome of this proceeding. People are
7 expected to pay their bills. And you can claim
8 hardship at any time. There has been no actual
9 demonstrative proof, other than the statements made
10 by Ms. Williams, that there's a hardship, and the
11 statements made by Counsel that they cannot pay the
12 bills. The proof of the pudding is that in large
13 measure, they have paid the bills over the last five
14 or six years.

15 So, you know, this is what I believe
16 is copping a plea, where no plea should be
17 considered as part of this proceeding.

18 I have nothing else.

19 JUDGE RILEY: Thank you.

20 And that concludes this matter. The
21 procedure now is for me to do a complete review of
22 the record and render what I would call a

1 proposed -- what we call, a proposed order, and that
2 would be sent to Counsel for each of the parties.
3 And that would contain a summary of the evidence, a
4 summary of the parties positions, findings of fact,
5 conclusions thereupon, and it is what I would
6 propose to submit to the Commission. Parties will
7 be given an opportunity, and it will state in the
8 order, when the exceptions, if any, to that proposed
9 order are due.

10 Counsel, any questions?

11 MR. SCHENCKER: I have a question, your Honor.

12 Time frame, usually it takes some
13 period before a decision by your Honor will be made,
14 we still, obviously, have ongoing billing issues
15 that must be resolved. As far as my client,
16 certainly intends to pay the current charges, but
17 there's also the issue of a security deposit. So, I
18 guess, perhaps, I don't know, we need to do it
19 amongst the parties or if that's something Counsel
20 and I --

21 MR. GOLDSTEIN: For the record, Judge, I will
22 advise the Commission that we will hold the request

1 for a security deposit in abeyance during the --

2 JUDGE RILEY: Right. And the amount in dispute
3 is already frozen until such time there's a
4 resolution by the Commission.

5 MR. SCHENCKER: Thank you for your courtesy,
6 Counsel.

7 JUDGE RILEY: I can't put myself under a time
8 frame --

9 MR. SCHENCKER: I understand.

10 JUDGE RILEY: -- as to when a proposed order is
11 going to issue.

12 MR. SCHENCKER: I'm just concerned about that
13 for the practicality of --

14 JUDGE RILEY: Right.

15 MR. SCHENCKER: -- being in the winter months
16 right now.

17 JUDGE RILEY: Right.

18 But, as long as that's been disposed
19 of, I can disclose that I am going to be away for a
20 large part of January, but I will get as much of
21 this done as I can beforehand. And I will certainly
22 conclude it when I return.

1 MR. SCHENCKER: Thank you.

2 Thank you for your time today, your
3 Honor.

4 JUDGE RILEY: You're welcome.

5 And that being the case, I will direct
6 the court reporter to mark this matter heard and
7 taken.

8 HEARD AND TAKEN

9

10

11

12

13

14

15

16

17

18

19

20

21

22